



County of Los Angeles

CHIEF ADMINISTRATIVE OFFICE

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DAVID E. JANSSEN
Chief Administrative Officer

March 18, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Board of Supervisors
GLORIA MOLINA
First District

YVONNE BRATHWAITE BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**APPROVE LAND SALE AGREEMENTS, LEASE AND OPERATING AGREEMENT,
RESOLUTION, AND ENVIRONMENTAL DOCUMENTS RELATING TO
CITY OF WEST HOLLYWOOD'S APPLICATION FOR LIBRARY BOND ACT GRANT
TO CONSTRUCT THE WEST HOLLYWOOD LIBRARY PROJECT
(THIRD) (4-VOTES)**

JOINT RECOMMENDATION WITH THE PUBLIC LIBRARY THAT YOUR BOARD:

1. Acting in your role as a responsible agency with respect to this project, consider the Mitigated Negative Declaration (Attachment 1) for the West Hollywood Library project, together with any comments received during the public review process, find that the project will not have a significant effect on the environment, and that the Mitigation Monitoring and Reporting Program adopted by the City will insure compliance with the project and conditions adopted by the City to mitigate or avoid potentially significant effects of the environment, find that the Mitigated Negative Declaration reflects the independent judgment of the County, and approve the Mitigated Negative Declaration.
2. Approve and authorize the Chair of the Board to sign the agreements upon execution of the agreements by all other responsible parties and substantially in the same form and substance as: (1) the attached Agreement for Purchase and Sale of Real Property for the County-owned property located at 621 North San Vicente Boulevard (Anew library site@) (Attachment 2); (2) the attached Agreement for Purchase and Sale of Real Property for the County-owned property located at 715 North San Vicente Boulevard (Aold library site@) (Attachment 3); (3) the attached Agreement for Purchase and Sale of Real Property for the County-owned property located at 8752 El Tovar Place (AEI Tovar site@)(Attachment 4), (collectively, Apurchase and sale agreements@), and; (4) the attached Lease and Operating Agreement (Alease@) (Attachment 5), between the County and the City.

3. Find that the new library site and the El Tovar site, (legally described in Attachment 6), are surplus to any present and foreseeable County needs.
4. Upon approval of the purchase and sale agreements, lease, and construction of a new library, find that the old library site (legally described in Attachment 6) is surplus to County's needs, and that its transfer to the City is in the best interest of the County and general public and will meet the social needs of the public and that it serves appropriate public purposes.
5. Authorize the Chair, upon presentation, to execute any grant deeds necessary to complete the sale of the subject properties and authorize the Chief Administrative Officer (CAO), to execute any other contracts, agreements or other documents needed to effect the sale of the subject properties.
6. Instruct the Auditor-Controller to deposit the sales proceeds as they become due in the Asset Development Implementation Fund as instructed by CAO, with the exception of \$1,000 which shall be deposited in a library fund and the sales proceeds from El Tovar site will go to the appropriate Department of Public Works Road Fund as determined by the Auditor-Controller.
7. Approve the resolution (Attachment 7) certifying the County's commitment to operate the new library to be constructed by the City as required in the Bond Act regulations.
8. Authorize the County Librarian, as the operator of the City's library service, to sign the City's Bond Act grant application.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendations will enable the City to submit a grant application to the State for matching funds under the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 (ABond Act) to construct the West Hollywood Library project. The City plans to submit its grant application to the State Library for the second grant application cycle deadline of March 28, 2003.

If the City is successful in obtaining a Bond Act grant, it will construct a new 41,947 square foot structure, 32,000 square feet of which will be reserved for library use (Anew library®), and parking to replace the existing 5,170 square foot library, owned by the County. Built in 1962, the existing library is inadequate for the current service population, and is significantly undersized to serve the projected 2020 population of the service area. It is not economically feasible to renovate and expand the existing library due to building and site limitations.

Service improvements at the proposed new library include: a large adult reading area; a homework center; three designated special collection areas, including the West Hollywood local history collection, an international language collection, a gay and lesbian collection; a community meeting room to seat 100 people; a career development center with two group study rooms; a conference room and two additional group study rooms for adults; a teen center with dedicated study room; a spacious children's library with a storytelling area to seat 25 children; self-check machines and express Internet stations; 50 public access computers; and an opening day collection of over 100,000 books and audiovisual items. If a grant is awarded, the library books and materials collection in the existing West Hollywood Library will be transferred to the replacement library when it opens for service.

The new library will be built on land currently owned by the City and the County. The County land consists of approximately 31,500 square feet of land area, and is improved with an approximately 8,897 square foot single-story structure formerly used as a County Health Center and currently leased to the City for office and clinical purposes (621 North San Vicente Boulevard).

The new library site and surrounding City operated park will be augmented with additional land from two adjacent County-owned properties, namely the old library site and El Tovar site consistent with the Civic Center Master Plan. The old library site consists of approximately 23,906 square feet of land area and is improved with an existing library building currently being used to provide library services to the public, while the El Tovar site consists of approximately 17,600 square feet of land area and is improved with a small two-car garage currently being used by Department of Public Works as a maintenance yard.

The Honorable Board of Supervisors
March 18, 2003
Page 4

In consideration for the City constructing and outfitting the new library, the County will contribute the old library site which has an appraised value of \$2,600,000. A deed restriction will be placed upon the property requiring the City to continue to use the County library as its service provider for a period of 40 years. In the event that the City fails to honor this requirement, the City would be required to pay the County the then current fair market value of the old library site. In addition, the old library site must be used for public park purposes in perpetuity or it will revert to the County. The new library property deed also has a restriction requiring the City to use the property for local government purposes in perpetuity. In the event the new library site is used for other than local government purposes, ownership of that building and land would revert to the County. Regardless of the City's success in obtaining Bond Act funding, upon mutual consent of the City and the County, the City may build the new library with its own funds.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of these transactions is consistent with the County's Strategic Plan Goal of Fiscal Responsibility since construction of this facility represents an investment in public infrastructure. It is also consistent with the goal of Service Excellence since the proposed new facility will provide improved library service to the residents of the City. Approval is also consistent with the goal of Children and Families-Well-Being because the library will provide educational facilities and programs for enhancing educational/workforce readiness.

FISCAL IMPACT/FINANCING

The City will be responsible for the total project cost for this new library, estimated at \$33.4 million. The City's project budget includes the cost of constructing the new library, including the purchase of fixtures, furnishings and equipment. Therefore, there is no additional cost to the County associated with the City's project. The County will continue to operate the new library after it is completed, pursuant to the provisions of the lease between the City and County. However, the County's cost will not exceed the current level of expenditure for operation of the existing library.

Operating Budget Impact

The Bond Act requires the applicant, in this case the City, to operate the library for a period of 40 years after completion of the project. If the State approves a grant award for this project, it is anticipated that the new facility will begin operation in November 2006.

The Honorable Board of Supervisors
March 18, 2003
Page 5

Based upon the terms and conditions of the lease, the City will pay for the additional staffing required to operate the larger new facility. In addition, the City will assume the cost of all building maintenance, including janitorial service and utilities. The County will continue providing the existing level of staff, and will also be responsible for providing telephone and telecommunications service, including Internet access services. The County will also maintain the telephone system, computers, and copy machines.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 7, 2000, California's voters approved Proposition 14, which established the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000, creating a \$350 million State bond program for construction and renovation of library facilities. The Bond Act provides grant funds to local library jurisdictions on a 65 percent State/35 percent local matching basis. Grant funds will be awarded on a competitive basis in three separate application and funding cycles. The City is the applicant for this project, and intends to submit its grant application for the second funding cycle.

The Bond Act regulations require that the City own a site, or have an option to acquire a site, for the project at the time of application. Approval and execution of the attached purchase and sale agreements and lease with the City (Attachments 2, 3, 4, and 5) will provide the City with the land and parking necessary to construct the new library, and provide the operating agreement under which the County will lease and operate the new 32,000 square foot library building. As noted in the attached purchase and sale agreements, and in exchange for the City constructing the new library at its sole cost and expense, the County will sell the City the new library site for the appraised fair market value of \$4,000,000 (see Attachment 2), and sell the City the old library site for \$1,000 (see Attachment 3). The El Tovar site will be sold for its appraised fair market value of \$1,900,000 within 30 days of the date the purchase and sale agreement is executed by your Board (see Attachment 4).

The subject properties are being sold under the authority granted the County pursuant to Government Code Section 25365, which allows sale of surplus real property to a City. Additionally, the County has the authority to sell surplus real property to the City when the proposed use is in the best interest of the general public. Notification of your Board's intended action has been published in compliance with Government Code Section 6061.

The Honorable Board of Supervisors
March 18, 2003
Page 6

The subject properties will be conveyed to the City by grant deeds with the County retaining all previously unreserved mineral rights on the properties, and the improvements will be conveyed to the City without warranty as to their condition or suitability for the intended purpose.

County Counsel has reviewed all documents related to the conveyances and has approved their use as required. Additionally, County Counsel concurs with CAO that a saleable interest in the subject properties exists.

The Bond Act regulations require that the Board of Supervisors adopt a resolution in support of the grant application by the City to certify the County's commitment to operate the completed facility and provide public library direct service. The attached resolution (Attachment 7) has been approved as to form by County Counsel and conforms to the Bond Act regulations.

ENVIRONMENTAL DECLARATION/ENVIRONMENTAL IMPACT REPORT

The City, in its role as lead agency in matters pertaining to compliance with the California Environmental Quality Act (CEQA), by Resolution No. 03-2837 adopted by the City Council on February 3, 2003 found and determined that the project will not have a significant effect on the environment; found that the Mitigated Negative Declaration reflected the independent judgment of the City; approved the Mitigated Negative Declaration; and found that the project will have no adverse effect on fish and wildlife resources. As part of the scope of the Mitigated Negative Declaration, a Mitigation Monitoring and Reporting Program has been included. This program will be implemented and monitored by the City.

Pursuant to Section 15050 of the Environmental Reporting Guidelines, the County as a responsible agency for this project must certify that it has reviewed and considered the environmental documentation prepared by the lead agency. The recommendations pertaining to environmental matters are in compliance with these Guidelines and the County is concurring that the environmental review initiated by the City will satisfy the CEQA requirements for the proposed project.

The Honorable Board of Supervisors
March 18, 2003
Page 7

IMPACT ON CURRENT SERVICES

Library service at the existing West Hollywood Library will not be impacted adversely during construction of the new facility if a grant is awarded for this project.

CONCLUSION

The City's effort to seek Bond Act funding to replace the existing crowded facility will result in improved library service at limited cost to the County.

It is requested that the Executive Office, Board of Supervisors, return two executed original purchase and sale agreements (total of six originals), two executed original lease agreements, two copies of the minute order, and the adopted, stamped Board letter to the CAO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012, for further processing. Additionally, please return an original executed resolution, an adopted copy of this Board letter, along with executed copies of all attachments to Public Library at 7400 East Imperial Highway, Downey, CA 90242.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

MARGARET DONNELLAN TODD
County Librarian

DEJ:MDT
SNY:CK:pe

Attachments (7)

c: County Counsel
Auditor-Controller
Public Library
Public Works

ATTACHMENT – 1

MITIGATED NEGATIVE DECLARATION

INITIAL STUDY
FOR
NEW WEST HOLLYWOOD PARK LIBRARY

Prepared for:

City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, California 90069-4314

Prepared by:

Tom Dodson & Associates
2150 North Arrowhead Avenue
San Bernardino, California 92405

December 2002

**City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, CA 90069-4314**

Environmental Checklist

Project Title	New West Hollywood Park Library
Lead Agency Name and Address	City of West Hollywood 8300 Santa Monica Boulevard West Hollywood, CA 90069-4314
Contact Person and Phone Number	Mark Persico, Director, Community Development Department (323) 848-6834
Project Location	City of West Hollywood, West Hollywood Park, San Vicente Boulevard
Project Sponsor's Name and Address	City of West Hollywood see address above
General Plan Designation	Public Park
Zoning	Public Facilities
Description of Project	(Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or offsite features necessary for its implementation. Attach additional sheets if necessary) Demolish structures and construct a new estimated 41,947 square foot, 3-story structure, which includes a 32,647 square foot library facility and related parking facilities at the West Hollywood Park. The remaining ~9,300 square feet is storage and community rooms.
Surrounding Land Uses and Setting	(briefly describe the project's surroundings) The existing environmental setting for the Library consists of the surrounding park with its recreational uses and the highly urbanized uses abutting the park. At the park, adjacent uses include outdoor basketball courts, swimming pool, baseball field, park open space, playground area, parking areas, tennis courts, auditorium, Ron Stone Clinic, and El Tovar Maintenance Yard. To the north is Santa Monica Boulevard and retail and professional commercial uses; to the east is San Vicente Boulevard and the Sheriff's substation and Pacific Design Center; to the south is Melrose Avenue with retail and professional commercial uses; to the west is Robertson Boulevard and a mix of retail and professional commercial.
Other public agencies whose approval is required	(e.g. permits, financing approval, or participation agreement.) The only other agency permit that may be required is a National Pollutant Discharge Elimination System permit for construction activities on a site larger than five acres. This permit is obtained through the State Water Resources Control Board and overseen by the Los Angeles Regional Water Quality Control Board. No other approvals are known to be required.

Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Land Use Planning	X	Hazards
	Population and Housing	X	Noise
X	Geologic Problems		Public Services
X	Water	X	Utilities and Service Systems
X	Air Quality		Aesthetics
X	Transportation/Circulation	X	Cultural Resources
	Biological Resources		Recreation
	Energy and Mineral Resources		Mandatory Findings of Significance

A. INTRODUCTION AND BACKGROUND

West Hollywood Park was developed in the 1960's as a part of the Los Angeles County Park System. The City of West Hollywood was incorporated in 1984. In 1985, the operation and maintenance responsibilities for the Park were assumed by the newly incorporated City. The park is host to a wide range of community and recreational facilities such as a multi-purpose auditorium, children's play area, picnic areas, a softball field, swimming pool, basketball courts and tennis courts. The ~5,100 square foot library is presently operated by Los Angeles County. It is widely accepted that the physical facilities themselves are highly inadequate in size and in a state of disrepair. The site is surrounded by retail, restaurant and nightclub establishments, the Avenues of Art and Design and the Pacific Design Center which creates a highly dynamic setting for the park facilities. West Hollywood Park facilities are a key site for the delivery of many of the recreational, cultural and social services provided by the City.

The City will submit an application to the State to obtain a state grant (Library Bond Act) to construct a new library that will be integrated into the park. The project being evaluated in this environmental document consists of those activities associated with the installation of a new ~41,947 square foot facility at a new location within the park. The library will encompass 32,647 square feet of the new structure. A description of the activities required to support the construction and operation of the proposed library is presented below.

The Pacific Design Center (PDC) is presently considering an expansion of its facilities located across San Vicente from the library. The PDC is located across North San Vicente Boulevard from West Hollywood Park. Data contained in the preliminary draft environmental impact report (EIR) prepared for the PDC expansion (PDC EIR) is used in this Initial Study to evaluate potential impacts associated with construction and operation of the proposed library.

B. LOCATION

City of West Hollywood, West Hollywood Park, San Vicente Boulevard. The Park is located in an unsectioned portion of southern California in Township 1 South; Range 14 West, San Bernardino Meridian. The site can be found on the USGS - Beverly Hills Quadrangle, 7.5 Minute Series topographic map. Figures 1 and 2 show the location of the site. The address of the library is 647 North San Vicente Boulevard, West Hollywood, California.

C. PROJECT DESCRIPTION

1. Project Objectives

The objective is to provide a community library facility of sufficient size and diversity to meet the City's requirements. The library will continue to be an integrated component of the Park, albeit at an alternative location. Additional parking will be integrated into the park to meet the expanded capacity of the proposed library and other facilities.

2. Proposed Project

The proposed project is the construction and operation of a new City library facility to be located at the southern end of West Hollywood Park. Figure 3 shows the location of the proposed three story library facility. Because of the elevation change on the project site (it slopes from north to south), the first story

would be at street level along San Vicente Boulevard; the second story would be at park level; and the third story would effectively be seen as a second story of the facility to an observer from the park. Figure 4 shows cross-sections of the proposed library facility and the proposed layout of uses on each floor. At this time the specific construction materials for the library have not been selected. Figure 5 illustrates one design concept which consists of concrete and stone facades as part of a modern architectural theme. The proposed library structure will encompass about 32,647 square feet of space as shown on Figure 4.

In order to construct the new library, the City will need to demolish one existing structure. The existing structure housing the Ron Stone Clinic, shown on Figure 2, would be demolished to provide space for the proposed library structure. This structure is approximately 9,000 square feet. The structure is constructed of red brick and concrete components. The Clinic provides health care related to HIV/AIDS for area residents. The Clinic management would be given 6 months to find and relocate to an alternative location before being required to vacate the existing Clinic structure to allow for demolition. The existing library structure would remain in place until the West Hollywood Park Master Plan is completed and a decision is made on how this structure should be treated.

Since the proposed location of the new library (Figure 3) overlaps portions of the existing at-grade parking area (Figure 2), the proposed project will include installation of at least a portion of the proposed parking structure(s), which are shown on Figure 3. The City estimates that approximately 90 parking spaces will be provided in the initial parking structure, which will occupy all or a portion of the space allocated to the new parking structures, which are designed to provide 470 new parking spaces, at the locations shown on Figure 3. The parking structure will cover portions of the existing 91 space surface parking lot and the existing tennis courts. These paved facilities will have their asphalt/concrete bases removed down to the underlying soil to allow for construction of the new structures. The parking capacity and tennis courts will be relocated within the Park in structures as shown on Figure 3. A new surface parking lot will also be constructed with 69 spaces in addition to the 90-space structure.

During the construction period, the existing library will continue to meet demand for library services for the residents of the City. The existing library facility will be demolished after the new facility has been installed.

3. Proposed Project Development

Assuming that grant funds are approved and that the City makes a decision to proceed with the new library project, the project is proposed to be developed in the following manner.

a. Site Clearance and Grading

The City would retain a contractor to clear all portions of the site. The Clinic structure will be demolished first to allow for the construction of the new library. Recycling of the existing construction materials is required by the City; the demolition of the Clinic should take about four to five days. An estimated 750 cubic yards of material would be removed from the Clinic site. Assuming 17 cubic yards per truck, this equates to a total of 44-45 truck trips over the four to five day period, or a maximum of 15 round trips per day. An additional 500 cubic yards of concrete/asphalt is expected to be removed when the parking area pavement and tennis court ground cover (combined) is removed from the project site. This will add about 30 additional trips.

Once the surface waste is cleared from the new library construction site, grading will proceed in accordance with the grading standards outlined in the proposed project grading plan and City Development Code.

It is forecast that grading fill will balance material on the site, with approximately 50,000 cubic yards of cuts and a comparable amount of fill, minus shrinkage. The area encompassed by grading is approximately 2-3 acres and it is expected to be completed over a two week period of time. Grading the site requires a construction crew of about 10-15 persons and equipment used on this small site will include a typical mix of construction equipment, graders, trucks a dozer, backhoe and support vehicles.

b. Construction of Infrastructure and Structures

As the proposed project is an urban infill development in an urban area, infrastructure connections are available for all utilities at the edge of the project site. Utility infrastructure will be extended to all areas of the project site from existing connections in San Vicente and Melrose, as appropriate. It is anticipated that construction of the new library and related facilities (including parking structure) will require 12-15 months from the time that the foundations are installed. A construction work crew of between 25-50 persons will be onsite during this portion of the construction effort. Up to 30 deliveries of construction material will occur periodically during the construction period.

c. Occupancy

After the library is constructed, another three-five months will be required to install the interior equipment and facilities and two months for Los Angeles County to move into the facility. Thus, the library is expected to require about 20-months to construct and become operational. The finished facility will include a 32,647 square foot library structure designed and laid out in a manner similar to that shown on Figures 4 and 5. The level of use associated with the library in the future will vary, but it is anticipated that it will be about the same initially and then experience some unquantifiable incremental increase into the future. No major change in level of use is forecast to occur in the near-term and the overall use is forecast to increase gradually in the future.

d. Procedural Considerations

The California Environmental Quality Act (CEQA), and its implementing guidelines, require that an agency making a decision on a project consider the decision's potential adverse environmental effects/impacts before granting approval. The City of West Hollywood must examine feasible mitigation measures as part of the environmental review process (and alternatives if the project requires the preparation of an EIR) where significant adverse environmental impacts are forecast to occur. The first step in this process, completion of an Initial Study to determine whether an Environmental Impact Report (EIR) is required, consists of this project description and attached Initial Study Environmental Checklist Form. Based on information developed in this Initial Study, the City of West Hollywood has determined that implementation of the proposed project is not likely to cause any significant adverse impacts to the environment if certain mitigation measures are incorporated into the design and implementation of the project. Therefore, no environmental analysis beyond this Initial Study and adoption of a Mitigated Negative Declaration is required.

Pursuant to State CEQA Guidelines, the City of West Hollywood will serve as CEQA Lead Agency for this Initial Study and proposed Negative Declaration. The decision that will be considered by the City of West Hollywood is whether to approve or reject the proposed new library facility and its support facilities as outlined above. This Initial Study evaluates the potential effects to the physical environment from approval and implementation of the proposed project.

This Initial Study has been prepared by Tom Dodson & Associates (TDA) under contract to the City of West Hollywood to assist the City of West Hollywood in performing the independent review of the proposed project required by CEQA prior to releasing the Initial Study as a draft for public review. The City of West Hollywood has reviewed the content of the Initial Study and concurs with the evaluations, conclusions, and findings contained herein. The Initial Study and Notice of Intent to Adopt a Negative Declaration for the proposed project has been distributed directly to all public agencies and interested persons identified on the mailing list, as well as any other requesting agencies or individuals. All reviewers will be allowed 30 days to review the Initial Study and submit comments to the City. The Initial Study is also available for public review at:

The City of West Hollywood
Community Development Department
8300 Santa Monica Boulevard
West Hollywood, CA 90069-4314

After the 30-day Initial Study review period, the City of West Hollywood will consider the Initial Study and the proposed project and associated applications. The City of West Hollywood will review the comments received during the public review period and the information in the Initial Study for compliance with the CEQA. Information concerning the Initial Study, public review schedule, and meetings for this proposed project can be obtained by contacting the City of West Hollywood at the above address.

Determination	
(To be completed by the lead agency)	
On the basis of this initial evaluation:	
	I find that the proposed project COULD NOT have a significant on the environment, and a NEGATIVE DECLARATION will be prepared
X	I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
	I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required
	I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or "potentially significant unless mitigated." An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
	I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.


Signature

December 18, 2002
Date

Tom Dodson for Mark Persico
Printed Name

1. LAND USE AND PLANNING. Would the project:					
Issues and Supporting Information Sources		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a.	Physically divide an established community?				X
b.	Conflict with applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigation an environmental effect?				X
c.	Conflict with any applicable habitat conservation plan or natural community conservation plan?				X

Comments:

- 1a. The project site is located in the existing City park (West Hollywood Park) that contains a variety of uses, including a public library. The project proposes to replace the existing library with a larger, better equipped facility. As such, the project is consistent with current use of the site and the replacement of the existing facility has no potential to physically divide a community. Because no impact can be identified, no mitigation is required.
- 1b. The site is both a City-owned and County-owned and operated facility. The City's General Plan designates the site "Parks" and it is zoned Public Facility (PF). The City has determined that the existing use of the site, including the existing library, are compatible with these land use designations. The replacement of the existing library with a new library is therefore considered by the City to be a compatible use. No conflict with any land use plan will result. No revisions or amendments to existing land use plans, policies or regulations are required. Because no impact can be identified, no mitigation is required.
- 1c. The project site is located within an urbanized portion of the City of West Hollywood. No habitat or natural community conservation plans exist in the project area. As such, no impact to such plans can be identified and no mitigation is required.

2. POPULATION AND HOUSING. Would the project:					
Issues and Supporting Information Sources		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a.	Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
b.	Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c.	Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X

Comments:

- 2a. The project is the replacement of an existing public library with a larger, better equipped public library. The City has determined that the existing library is not adequate to meet the current and future needs of the City's residents. The project does not propose any new homes or businesses and does not propose any new roads or infrastructure. Therefore, the project has no potential to induce substantial growth in the area. No mitigation is required.
- 2b. No existing housing will be displaced. No new housing will be required. Because no impact can be identified, no mitigation is required.
- 2c. No people will be displaced by the project. The construction of new housing will not be required. An existing health clinic will be displaced to an alternative location; however, construction of a replacement structure will not be required. Adequate existing facilities are available in the City to accommodate the relocation of the clinic. Because no impact can be identified, no mitigation is required.

3. GEOLOGY AND SOILS. Would the project:					
Issues and Supporting Information Sources		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a.	Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:		X		
	i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			X	
	ii) Strong seismic ground shaking?		X		
	iii) Seismic-related ground failure, including liquefaction?		X		
	iv) Landslides?				X
b.	Result in substantial soil erosion or the loss of topsoil?		X		
c.	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in onsite or offsite landslide, lateral spreading, subsidence, liquefaction or collapse?		X		
d.	Be located on expansive soil, as defined in Table 1801-B of the Uniform Building Code (1994), creating substantial risks to life or property?		X		
e.	Have soil incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X

Comments:

- 3a.
(i-iii) According to Figure 5 of the City's General Plan, no active faults or Alquist-Priolo Earthquake Fault Zones occur at the project site. The nearest known fault zones, the Hollywood Fault Zone and the Santa Monica Fault Zone are located over one mile to the north and south, respectively, of the site. No other substantial evidence suggests that faulting occurs on or adjacent to the site. Therefore, the potential for ground rupture on the site is considered minimal. As with most of southern California, however, it should be anticipated that the project site will be subjected to strong seismically induced groundshaking during the life of the project. Liquefaction is a condition that occurs when areas that contain high groundwater (generally less than 50 feet below ground-surface) and loose, granular sediments are subjected to strong seismically induced groundshaking. According to data provided on Figure 5 of the City's General Plan, the project site is

located within an area that has a very high (VF) potential for liquefaction to occur. The site is within a California Geological Survey (CGS) Liquefaction Hazard Zone.

Based on the above, it is concluded that a potential for seismic hazards exist at the site. However, this is not an unusual condition in southern California. Adequate building design and construction techniques have been developed that can reduce the potential for the exposure of people or structures to substantial risk of seismic hazards to a less than significant level. Compliance with applicable building codes, including the Uniform Building Code requirements for the site, is one component of the measures to ensure that the new library structure will remain structurally sound during a major seismic event. The following mitigation measure will also be implemented:

- 3-1 *A comprehensive geotechnical investigations shall be required prior to engineering and design development of structures identified under Risk Class I & II, e.g., public facilities, as identified below:*

Risk Class I & II, Structures Critically Needed after Disaster: Structures that are critically needed after a disaster include important utility centers, fire stations, police stations, emergency communication facilities, hospitals, and critical transportation elements such as bridges and overpasses and smaller dams.

Acceptable Damage: Minor non-structural; facility should remain operational and safe, or be suitable for quick restoration of service.

- a. *Resist minor earthquakes without damage;*
- b. *Resist moderate earthquakes without structural damage, but with some non-structural damage; or*
- c. *Resist major earthquakes, of the intensity or severity of the strongest experienced in California, without collapse, but with some structural, as well as non-structural damage.*

Implementation of required building code design requirements plus the above mitigation measure is considered adequate mitigation to reduce potential seismic hazard impacts to a less than significant level. No further mitigation is required.

Seismically induced landslides can occur where ground motion causes unstable or steeply sloping and loosely aggregated soils and rocks to move downslope under the force of gravity. The project site is located on relatively flat ground, over one mile from the Santa Monica Mountains. Those areas of the Santa Monica Mountains which do exhibit landslide potential are not located within the vicinity of the project site.

Based on the above, it is concluded the potential for landslide to effect this project is less than significant. No mitigation is required.

- 3b. The proposed project has some potential for soil erosion during construction. However, over the long- term, the new structures, paving and landscaping will reduce the potential for soil erosion from the site to a less than significant level.

The proposed construction activities will affect less than 5 acres and depending upon when the new regulations are adopted by the State Water Resources Control Board, it may not be necessary for the City to secure a National Pollution Discharge Elimination System (NPDES) permit for construction activities. CEQA does require that all potential impacts be mitigated to the greatest extent feasible. Therefore, the following measure shall be implemented to further reduce the potential effects of less than significant impacts:

- 3-2 *The demolition and construction contractors shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) which specifies Best Management Practices that will prevent construction pollutants from contacting stormwater with the intent of keeping all products of erosion from moving offsite into receiving waters.*

The following items should be included in the SWPPP:

- During periods of rain, sediment barriers (e.g., sandbag, silt fence, etc.) shall be constructed around major excavation and stockpiling areas to trap sediments.
 - Stockpiles of bulk granular building materials shall be covered and secured.
 - At the close of each working day, any materials tracked onto the street or laying uncontained in the construction area shall be swept up, and any trash accumulated in construction areas shall be disposed.
 - Concrete, asphalt, and masonry wastes shall be contained and these wastes shall be disposed away from project construction sites.
 - Spill kits containing absorbent materials shall be kept at the construction site.
 - Fuels and other hazardous materials shall be stored away from storm drain inlets.
- 3c. See 3a(i-iii) above.
- 3d. According to the PDC EIR, native soils in the project area are considered to be expansive. However, adequate design and construction techniques are available to reduce potential hazards associated with expansive soils to a less than significant level. Please refer to mitigation measure 3.1 which will address and reduce any expansive soil impacts to a level of nonsignificance.
- 3e. The project site is served by municipal wastewater collection and treatment facilities. No septic tanks or alternative wastewater disposal systems are proposed or required. No mitigation is required.

4. HYDROLOGY AND WATER QUALITY. Would the project:

Issues and Supporting Information Sources		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a.	Violate any water quality standards or waste discharge requirements?			X	
b.	Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			X	
c.	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation onsite or offsite?			X	
d.	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding onsite or offsite?			X	
e.	Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?			X	
f.	Otherwise substantially degrade water quality?			X	
g.	Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h.	Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
i.	Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
j.	Inundation by seiche, tsunami, or mudflow?				X

Comments:

- 4a. The project site contains an existing library and clinic with paved parking, walkways, and extensive landscaping associated with the park. The proposed project will not alter this condition. The existing and proposed facilities do not utilize substances that could contaminate water or affect any waste discharge requirements. The existing facilities operate under the terms of the City's general

stormwater permit. The proposed facilities will be similar to the existing and these uses will also comply with the terms of the City's General Permit for stormwater discharges.

In the short term, demolition and construction activities have some potential to affect the quality of stormwater discharged from the site. However, compliance with Mitigation Measure 3-2 contained in this Initial Study is judged adequate to reduce potential impacts to a less than significant level.

- 4b. This project does not propose any direct withdrawals of groundwater. The proposed project will increase usage of water at the time, however, data provided in Section 12 of this Initial Study indicates that an adequate supply of water is available to serve the project without adversely affecting groundwater or water supplies. Implementation of Mitigation Measures 4-1 will reduce potential impacts to the greatest extent feasible.

4-1 *The City shall install water conserving plumbing and fixtures where feasible within the new structure (sensor-operated faucets, dual flush toilets, waterless urinals, etc.).*

- 4c-e. The project site is an existing developed site which discharges stormwater to the City's stormwater drainage system. The proposed project will result in the replacement of existing hard surfacing with similar hard surfaced areas (buildings, pavement, etc.) and will not increase runoff nor alter present drainage patterns. Therefore, the project will not adversely effect the existing stormwater drainage system. No mitigation is required.

- 4g-i. This project does not propose any housing. According to Figure 6 of the City's General Plan, the project site is not located within a 100-year floodplain. Therefore, the project has no potential to affect or be affected by a 100-year storm event. Implementation of standard design and construction techniques regarding drainage and flooding are considered adequate mitigation for potential impacts. According to Figure 5 of the City's General Plan, the project site is not within a dam failure inundation area.

- 4j. The potential for seiche, tsunami or mudflows to affect the site is considered minimal. The project is a replacement of an existing library and clinic with a larger library. Because the site is presently used and occupied, the proposed project will not increase the risk of exposure of people or property to such hazards. No mitigation is required.

5. AIR QUALITY. Where available, the significance criteria established by the applicable quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

Issues and Supporting Information Sources		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a.	Conflict with or obstruct implementation of the applicable air quality plan?			X	
b.	Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			X	
c.	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			X	
d.	Expose sensitive receptors to substantial pollutant concentrations?			X	
e.	Create objectionable odors affecting a substantial number of people?			X	

Comments:

5a-c. The project site is located within the South Coast Air Basin (SoCAB). The South Coast Air Quality Management District (SCAQMD) is responsible for implementation of federal and state air quality laws, regulations and policies. Included in the SCAQMD's tasks are monitoring of air pollution, preparation of the State Implementation Plan (SIP) for the SoCAB, and promulgation of its Rules and Regulations. The SIP includes strategies and tactics to be used to attain the federal Ozone (O₃) standard in the Los Angeles - SoCAB area. The SIP elements are taken from the 1997 Air Quality Management Plan (AQMP), the SCAQMD plan for attaining the state Ozone (O₃) standard. The Rules and Regulations include procedures and requirements to control the emission of pollutants and to prevent adverse impacts.

State and federal agencies have set ambient air quality standards for certain air pollutants. National Ambient Air Quality Standards (NAAQS) have been established for the following criteria pollutants: carbon monoxide (CO), ozone (O₃), sulfur dioxide (SO₂), nitrogen dioxide (NO₂), inhalable particulate matter (PM₁₀), fine particulate matter (PM_{2.5}) and lead (Pb). The state standards for these criteria pollutants are more stringent than the corresponding federal standards.

Areas are classified under the Federal Clean Air Act as either "attainment" or "non-attainment" areas for each criteria pollutant based on whether the NAAQS have been achieved or not. Attainment relative to the state standards is determined by the California Air Resources Board (CARB). The project site is located in the Los Angeles County portion of the SoCAB. Los Angeles County is designated as a non-attainment area for O₃, CO, and PM₁₀; the County is classified as an attainment area for SO₂, NO₂, and Pb.

According to the PDC EIR, ambient air pollutant concentrations in the County of Los Angeles are measured at 13 air quality monitoring stations operated by the SCAQMD. The nearest air quality monitoring station to the project site is at the Veterans Administration Hospital, approximately 5 miles southwest of the project site. The gaseous pollutants, O₃, CO, and NO₂, are monitored at this site. PM₁₀ is not measured at this station; the nearest stations that monitor for this pollutant are located in downtown Los Angeles at 1630 N. Main Street and within 10 miles east of the project site, and in the City of Hawthorne at 4234 West 120th Street and within 15 miles south of the project site. Table 5-1 present a summary of the highest pollutant values recorded at these stations and compliance with federal and state standards from 1996 to 2000.

The primary source of emissions that affect air quality in the project area are those associated motor vehicle traffic on both a regional and local level. To assist local agencies in evaluating the significance of emissions associated with projects, SCAQMD has established emissions thresholds of significance for criteria pollutants. These thresholds are:

	<u>Project Construction</u>	<u>Project Operation</u>
Carbon Monoxide	550 lbs. per day	550 lbs. per day
Reactive Organic Compound	75 lbs. per day	55 lbs. per day
Nitrogen Oxides	100 lbs. per day	55 lbs. per day
Particulates	150 lbs. per day	150 lbs. per day

Additionally, if a project causes the state one-hour or eight-hour CO standard to be exceeded, than a "CO hot spot" is created. As such, it is considered that the project is likely to cause or contribute to a CO exceedance of the state air quality standard. However, there may be cases where the background concentration already exceeds the state one-hour or eight-hour standard; in these cases, the analysis should determine whether there will be a measurable increase, which is defined as one part per million (ppm) for the one-hour CO standard and 0.45 ppm for the eight-hour CO standard. Similarly, a measurable increase is considered likely to increase the frequency or severity of an existing CO violation.

To assist jurisdictions determine the significance of emissions associated with various undertakings, SCAQMD has published its CEQA Air Quality Handbook (CEQA Handbook). The CEQA Handbook presents methodologies for estimating the significance of construction emissions.

The following evaluates the potential air quality impacts associated with short and long-term emissions from implementing the project.

Demolition

It is projected that demolition will occur at different times than other construction activities. The CEQA Handbook's screening tables identifies demolition projects that involved 23,214,000 cubic feet or more of building area in a quarter year as having the potential to generate significant air quality impacts. This project will involve the demolition of about 175,000 cubic feet of building or less than one percent of the SCAQMD threshold value per quarter. Potential air quality impacts associated demolition are considered less than significant based on this threshold.

Table 5-1
 AMBIENT AIR QUALITY DATA STANDARDS (1996-2000)⁽¹⁾

Pollutant	Exposure Duration	Ambient Standard	Federal Ambient Standard	Maximum Concentration					Number of Days Exceeding Standard					Days with Exceedance							
				1996-2000					1996-2000					1996-2000							
				1996	1997	1998	1999	2000	1996	1997	1998	1999	2000	1996	1997	1998	1999	2000			
O ₃	1 hour	0.08 ppm	0.12 ppm	0.138	0.111	0.127	0.117	0.104	1	0	0	1	0	0	0	0	13	6	7	4	2
	8 hours	none	0.08 ppm	0.095	0.084	0.079	0.082	0.078	4	0	0	0	0	0	0	0	-	-	-	-	-
CO	1 hour	20 ppm	35 ppm	7	7	7	6	6	0	0	0	0	0	0	0	0	0	0	0	0	0
	8 hours	9.0 ppm ⁽⁴⁾	9.5 ppm	4.5	4.5	4.5	3.8	4.3	0	0	0	0	0	0	0	0	0	0	0	0	0
NO ₂	1 hour	0.25 ppm	none	0.177	0.138	0.130	0.133	0.162	-	-	-	-	-	-	-	-	0	0	0	0	0
	annual	none	0.053 ppm	0.028	0.028	0.026	0.028	0.028	0	0	0	0	0	0	0	0	-	-	-	-	-
PM ₁₀ (North Main Street Station)	24 hours	50 µg/m ³	150 µg/m ³	138	102	80	88	80	0	0	0	0	0	0	0	0	11	15	11	19	15
	Annual/AAM ⁽⁵⁾	none	50 µg/m ³	41.0	42.4	37.8	44.8	40.0	0	0	0	0	0	0	0	0	-	-	-	-	-
	Annual/AGM ⁽⁶⁾	30 µg/m ³	none	36.6	39.2	34.5	42.1	37.0	-	-	-	-	-	-	-	-	11	15	11	19	15
PM ₁₀ (Hawthorne Station)	24 hours	50 µg/m ³	150 µg/m ³	107	79	66	69	59	0	0	0	0	0	0	0	0	5	4	7	6	9
	Annual/AAM ⁽⁵⁾	none	50 µg/m ³	32.7	35.5	32.5	35.4	36.0	0	0	0	0	0	0	0	0	-	-	-	-	-
	Annual/AGM ⁽⁶⁾	30 µg/m ³	none	29.2	33.8	30.3	33.4	33.4	-	-	-	-	-	-	-	-	5	4	7	6	9

Notes:

- (1) Data are from the SCAQMD monitoring station located at the VA Hospital in West Los Angeles. Since PM₁₀ is not monitored at the West Los Angeles station, PM₁₀ data from the two closest monitoring stations located in downtown Los Angeles and in the City of Hawthorne, approximately 8 mile east of the project site and 12 miles south of the project site, respectively, are presented.
- (2) Concentration units for ozone, carbon monoxide, and nitrogen dioxide are in parts per million (ppm). Concentration units for PM₁₀ are in micrograms per cubic meter (µg/m³).
- (3) For PM₁₀ calculated days are the estimate number of days that a measurement would have been greater than the level of standard had measurements been collected every day. The number of days above the standard is not necessarily the number of violations of the standard for the year.
- (4) Prior to 1997, the State standard was 9.1 ppm.
- (5) AAM = annual arithmetic mean; AGM = annual geometric mean.
na = data not available

Construction

The CEQA Handbook provides screening tables for construction activities. These tables identify thresholds for various types and sizes of projects the construction of which could result in potentially significant air quality impacts. The table identifies educational and commercial projects that exceed the construction of between 559,000 and 975,000 ft² of building area per quarter year as causing potentially significant air quality impacts.

This project will result in the construction of about 41,947 ft² of building during about two quarters. This represents about 4 percent of the 559,000 ft² potentially significant threshold for quarterly construction emissions. Potential impacts associated with construction of this project are considered less than significant.

The CEQA Handbook also provides screening tables for long-term operations emission for libraries. The table identifies operation of libraries with 51,000 ft² of building area as causing potentially significant air quality impacts. This project will replace an existing ~5,000 ft² library with a 41,947 ft² (32,647 square feet of library space) facility resulting in a net increase of 27,547 ft² or about 54 percent of the threshold value. Based on the above, it is concluded that long-term operations impacts will be less than significant.

The PDC EIR evaluated the potential for that project to cause or substantially contribute to "CO Hotspots" at selected intersections. That project will generate about 3,850 daily vehicle trips with about 565 trips during the AM peak hour and about 530 trips during the PM peak hour. Data provided in the PDC EIR determined that project will not cause or have a significant impact on CO concentrations at the modeled intersections.

Not taking into consideration the existing trips to the library, the proposed library is forecast to generate about 1,538 new daily trips with about 10 additional trips in the AM peak hour and about 215 new trips in the PM peak hour (see Section 6, Transportation/Traffic of this Initial Study). Due to the substantially fewer trips associated with this project, it is concluded the proposed library expansion will not cause or contribute to an exceedance of a CO standard.

CEQA requires that projects mitigate potential impacts to the greatest extent feasible. To accomplish this, the following measures shall be implemented:

- 5-1 *The City shall require the contractors to prepare and implement a dust control plan for demolition and construction activities. The plan shall identify the methods to be used to reduce the generation of dust to the greatest extent feasible. The plan shall include:*
 - *The use of water spray during structure demolition and the loading of material onto trucks;*
 - *The covering of trucks transporting material; and*
 - *The watering of areas during land disturbance activities at least twice a day or when dust is being generated.*
- 5-2 *Electricity from power poles rather than temporary diesel power generators shall be used whenever feasible.*
- 5-3 *All construction equipment shall be properly tuned and maintained. General contractors shall maintain and operate construction equipment so as to minimize exhaust emissions. During construction, trucks and vehicles in loading or unloading queues shall be kept with their engines off, when not in use, to reduce vehicle emissions.*

- 5-4 *Construction activities shall be phased and scheduled to avoid emissions peaks, and discontinued during second-stage smog alerts.*
- 5-5 *Access to existing and/or future public transportation systems, transit stops, and pedestrian walkway systems shall remain and/or be incorporated into the design of the project, subject to requirements of the Director of Transportation and Public Works.*
- 5-6 *Preferential parking spaces shall be provided for employee carpools and vanpools to encourage ridesharing.*
- 5-7 *Prior to issuance of building permits, Southern California Edison and Southern California Gas Company shall be consulted regarding feasible energy conservation measures that could be incorporated into the design of the project.*

Based on the above evaluation and implementation of the above mitigation measures, it is concluded this project will not conflict with or obstruct any air quality plans, violate any air quality standard, or result in a cumulatively considerable net increase in criteria pollutants.

- 5d. No sensitive receptors exist on or near the project site. The project will not be responsible for generation of a substantial amount of pollutants. Implementation of the above mitigation measure will reduce less than significant impacts to sensitive receptors to the greatest extent feasible. No further mitigation is required.
- 5e. The only odors associated with this project will be exhaust emissions from vehicles and equipment. Such odors are common within this urbanized area and no significant increase in odors that could affect a substantial number of people will result. Compliance with the above mitigation measures will reduce less than significant impacts to the greatest extent feasible.

6. TRANSPORTATION / TRAFFIC. Would the project:				
Issues and Supporting Information Sources		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact
a.	Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections?		X	
b.	Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?		X	
c.	Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?			X
d.	Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X
e.	Result in inadequate emergency access?			X
f.	Result in inadequate parking capacity?			X
g.	Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?			X

Comments:

6a-b. The Institute of Transportation Engineers (ITE) Trip Generation, 6th Edition provides trip generation rate data for various land uses;. ITE projects that libraries generate 54 trips per day per 1,000 square feet (ft²) of building area during weekdays with a total AM peak hour (inbound and outbound) of 1.06 trips/1,000 ft². The PM peak hour trips total 7.09 trips/1,000 ft². Based on these data, it is projected that the existing 5,100 square foot library generates 297 trips/day with a total of 6 trips in the AM peak hour and 39 trips in the PM peak hour.

ITE projects that medical clinics generate about 36.13 trips/day/1,000 ft² with about 2.43 trips in the AM peak hour and about 3.66 trips in the PM peak hour. This results in about 433 trips per day at the existing ~9,000 square foot clinic. About 29 trips occur in the AM peak hour and about 44 trips occur in the PM peak hour.

Based on these data, it is projected that the existing library and clinic presently generate about 730 trips per day with 35 trips occurring in the AM peak hour and 83 occurring in the PM peak hour.

Using ITE data, it is projected that the proposed 32,647 square foot library will generate about 1,763 daily trips with about 35 trips occurring in the AM peak hour and about 231 trips occurring in the PM peak hour. Because the project will replace the existing library and eliminate the clinic, it is forecast that the proposed project will result in a net traffic increase of 1,033 trips per day

(1,763 - 730) with about no additional trips in the AM peak hour and about 148 additional trips in the PM peak hour.

The PDC EIR utilized data contained in a Traffic Impact Analysis (TIA) prepared by Meyer Mohaddes Associates, Inc. The TIA analyzed 20 intersections that could be affected by the PDC project. Because the existing and proposed library are/will be City facilities utilized by City residents, the intersection of concern for this project are those that could provide direct access to the library. These intersections are:

- Santa Monica Boulevard at San Vicente Boulevard,
- Santa Monica Boulevard at Robertson Boulevard,
- Melrose Avenue at San Vicente, and
- Melrose Avenue at Robertson Boulevard.

Data contained in the PDC EIR indicates that presently all these intersections are operating at LOS "D" or better except Santa Monica Boulevard at San Vicente Boulevard which is operating at LOS "E" in both the AM and PM peak hours. The City of West Hollywood in reviewing this project has determined that the ITE trip generation rates for the library overstate that which will occur. The City bases its determination on the fact that the library is a City facility that serves an area that is essentially "built-out". Therefore, the City concludes that the library will serve essentially the same population that presently utilizes the facility and the growth in usage will not be proportional to the increase in building size. The ITE trip generation rates are an average for those libraries studied. Therefore, some libraries generate more traffic while others generate less.

The City also notes that the prime usage time for the library is afternoons and evenings which falls outside the AM and PM peak hour traffic periods. Based on the above, the City has concluded that the proposed project will not cause an increase in traffic which is substantial in relation to the existing load and capacity of the street system nor exceed a level of service standard.

Based on this analysis, no specific mitigation is required for the local circulation system, other than ensuring adequate ingress and egress to the parking structure without causing significant effects on the flow of traffic on adjacent roads or a traffic hazard from ingress and egress.

6-1 *Prior to issuance of building permits, the City public works staff shall verify that adequate ingress and egress is available without creating a traffic hazard on adjacent roads.*

- 6c. The expansion of an existing library located several miles from the nearest airport has no potential to adversely effect air traffic or result in a safety risk. No mitigation is required.
- 6d. The project site is located within an urbanized area. The library is an existing use that is compatible with surrounding uses. No substantial road design changes are proposed. Because no impact other than discussed under issue 6b can be identified, no mitigation is required.
- 6e. The library expansion will utilize existing access routes and points. The City has determined there are adequate routes to provide emergency access and no further mitigation is required.

- 6f. The project includes the construction of new parking facilities. The City has determined the proposed parking capacity is adequate to meet City parking standards and no further mitigation is required.
- 6g. The project does not propose changes to the existing transportation system. Bicycle racks will be provided at the new facilities. No potential for conflict with adopted policies, plans or programs for alternative transportation will result and no mitigation is required.

7. BIOLOGICAL RESOURCES. Would the project:					
Issues and Supporting Information Sources		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a.	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
b.	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?				X
c.	Have a substantial adverse effect of federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d.	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e.	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f.	Conflict with the provisions of an adopted habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

Comments:

- 7a. The project site is an existing park with developed recreational facilities (tennis and basketball courts, baseball fields, parking areas, library, etc.). Development of the park included the removal

of any native vegetation and habitat. According to the City's General Plan, the City contains biological resources typical of landscaped urban areas. All significant native chaparral and grassland vegetation has been removed. These and the associated wildlife have long since been replaced by ornamental planting. No listed, sensitive or special status plant or animal species occur on or near the project site. Because no impact can be identified, no mitigation is required.

- 7b-c. The project site has been leveled, graded and hard surfaced with structures, pavement, etc. No riparian or other sensitive natural community exists onsite. No federally protected wetlands exist on or near the project site. As such, this project has no potential to adversely effect such resources and no mitigation is required.
- 7d. The site is located within a highly urbanized area. No native habitat or sensitive animal species occur. No potential to interfere with the movement or migration of fish or wildlife species or the use of native wildlife nursery sites will result. No mitigation is required.
- 7e-f. No local policies or ordinances protecting biological resources affect the project site. No habitat or natural community conservation plans affect the site or adjacent areas. Because no impact can be identified, no mitigation is required.

8. MINERAL RESOURCES. Would the project:					
Issues and Supporting Information Sources		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a.	Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b.	Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

Comments:

- 8a-b. The City's General Plan does not contain any land use designations that are related to mineral resources. No known mineral resources occur within the City. The site is an existing public facility that does not contain any known mineral resources. Based on the above data and the existing and proposed use of the site, no potential to result in the loss of any known mineral resource is forecast to occur. No mitigation is required.

9. HAZARDS AND HAZARDOUS MATERIALS. Would the project:					
Issues and Supporting Information Sources		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a.	Create a significant hazard to the public or the environment through the routine transportation, use, or disposal of hazardous materials?			X	
b.	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
c.	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d.	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X
e.	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f.	For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
g.	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
h.	Expose people or structures to a significant risk or loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X

Comments:

9a-c. The operation of a library does not include the routine transportation, use or disposal of hazardous materials. Therefore, this project will not create a significant hazard to the public or the environmental through a foreseeable risk of the release of hazardous materials. No schools exists within one-quarter mile of this site.

In the short term, construction activities will result in petroleum products being present onsite. However, such products will be used in relatively small quantities and no substantial amount will be present onsite at a given time. No significant risk of release of petroleum products will occur.

To mitigate this potential to the greatest extent feasible, the following measure shall be implemented:

- 9-1** *If petroleum products are accidentally released to the environment during any phase of construction, the area of contamination shall be defined; contaminated soil or material from the contaminated area shall be removed; and any area exposed to accidentally released contaminants shall be remediated to a threshold that meets regulatory requirements established by law or agencies overseeing the remediation.*
- 9d. The project site is not included on any known list of hazardous materials site. The site has been used historically as a park, library and medical clinic. No known previous uses would indicate a potential for the presence of hazardous materials. Adequate laws and regulations are in place regarding the handling and disposition of hazardous materials should any be encountered. Compliance with these requirements is adequate mitigation in the unlikely event that hazardous materials are encountered.
- 9e-f. The project site is not within the area of an airport use plan nor within 2 miles of a public or private airport. The library will be about 3 stories in height which is equal to or less than existing structures in the area. Based on the above, it is concluded this project will not result in a safety hazard to people or airport operations.
- 9g. The project site is an existing library, park and clinic site with existing access to public roads and parking areas. The project does not propose any substantial changes to existing roads or access points. No potential to physically interfere with any known emergency plan will result and no mitigation is required.
- 9h. The project is located within an urbanized area. No wildlands occur within or near the project area. No potential for exposure of people or property to wildland fires will result and no mitigation is required.

10. NOISE. Would the project:					
Issues and Supporting Information Sources		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a.	Exposure of people to severe noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		X		
b.	Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?		X		
c.	A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
d.	A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
e.	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
f.	For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X

Comments:

10a-d. The project site contains an existing library and medical clinic. The project area contains commercial development and outdoor recreational facilities. The City utilizes noise compatibility standards established by the California Department of Health Services. These guidelines identify noise levels between 60 and 70 dB Ldn as conditionally acceptable for noise-sensitive land uses such as libraries. The City requires that acoustical studies be performed for such uses in areas that exceed 60 dB Ldn. No residences occur within several hundred feet of the project site. The recreational facilities at the park are existing features and will not be significantly altered by this project.

Data contained in the PCD EIR indicates that 2002 noise levels around the project site range from about 59.3 dBA Leq to about 70.6 dBA Leq at 50 feet from the road segments. The primary source of noise is traffic on the roadways. These noise levels are within the City's conditionally acceptable range for the proposed and existing uses. The PDC EIR projects that near future noise levels will increase by 1 dBA Leq which is considered an unperceptible change for most humans.

City building and construction regulations identify design and construction techniques that must be implemented to reduce interior noise to acceptable levels. Because these techniques are a requirement of design and construction, no further mitigation is required. The effect of additional noise generated by the project's increase in traffic is considered less than significant. The industry accepted standard for "noticeable change" in noise levels in urban areas is 3 dBA or greater.

Data contained in the PDC EIR projects that project will generate over 1,000 more vehicle trips per day than the proposed library. The PDC EIR forecasts that operation of the PDC will increase noise levels in the area by between 0.1 and 0.4 dBA Leq. The increases are unperceptible and less than significant. It is forecast that the traffic noise increase associated with the library will be less than PDC and is also considered less than significant.

No other long-term noise impacts can be identified for operation of the library. No mitigation is required.

In the short term, construction activities will increase noise levels in the project area. These temporary noise increases will be similar to those identified for the PDC project due to the similarities in construction techniques and equipment. Data provided in the PDC EIR forecasts that demolition and construction will generate noise levels of between about 75 and 90 dBA at 50 feet from unmuffled equipment. Noise attenuation devices can reduce these noise levels by up to 10 dBA. These potential noise increases will be temporary, sporadic and will not be health threatening. Compliance with the City's Noise Ordinance will minimize potential construction noise impact to adjacent property.

Implementation of the following measures will reduce less than significant short-term noise impacts to the greatest extent feasible:

- 10-1 *The project contractor shall, to the extent feasible, schedule construction activities to avoid the simultaneous operation of mechanical equipment so as to minimize noise levels resulting from operating several pieces of high noise level emitting equipment.*
 - 10-2 *Construction equipment shall be fitted with state-of-the-art noise shielding and muffling devices to reduce noise levels to the maximum extent feasible.*
 - 10-3 *Equipment maintenance and staging areas shall be located as far away from sensitive noise receptors, as feasible.*
 - 10-4 *Pile driving and jackhammering shall be limited to the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, and shall be prohibited on weekends and state and federal holidays.*
 - 10-5 *If equipment is being used that can cause hearing damage at adjacent noise receptor locations (distance attenuation shall be taken into account), portable noise barriers shall be installed that are demonstrated to be adequate to reduce noise levels at receptor locations below hearing damage thresholds. This may include erection of temporary berms or plywood barriers to create a break in the line-of-sight, or erection of a heavy fabric tent around the noise source.*
 - 10-6 *The City shall require the construction contractor to establish a noise/vibration complaint program which shall, at a minimum, consist of a centralized noise complaint number posted at each construction site and coordinated with each local jurisdiction. Noise/vibration complaints received at this number shall receive a formal response, either by making modifications to project operations or activities or by installing measures to reduce noise/vibration at the receptor location.*
- 10e-f. The project site is not located within an area covered by an airport land use plan nor within 2 miles of an airport. Implementation of this project has no potential to result in the exposure of people to airport-related excessive noise levels.

11. PUBLIC SERVICES. Would the proposal have an effect upon, or result in a need for new or altered Government services in any of the following areas:				
Issues and Supporting Information Sources		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact
a.	Would the project result in substantial adverse physical impacts associated with the provisions of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services?			X
b.	Fire protection?			X
c.	Police protection?		X	
d.	Schools?		X	
e.	Parks?			X
f.	Other public facilities?			X

Comments:

- 11a. The project is the expansion of an existing public service. The purpose is to expand library services in the City to meet the current and anticipated future demand library services. As such, the project is considered a public service benefit that will not adversely effect other public services. Because no impact can be identified, no mitigation is required.
- 11b. Fire Protection – The County of Los Angeles Fire Department provides fire protection and emergency service to the project site. Fire Station 7, located at 865 North San Vicente Boulevard just north of Santa Monica Boulevard, is the jurisdictional engine company for the project site. Table 11-1 shows the nearest fire and emergency units (equipment) to the project site, the estimated distance to the site, average response times to emergency calls, and staffing levels.

Table 11-1
LOS ANGELES COUNTY FIRE DEPARTMENT EQUIPMENT,
STAFFING LEVELS, RESPONSE TIMES AND DISTANCES

Equipment	Distance (miles)	Time (minutes)	Staffing
Paramedic Engine 7	0.6	2.7	4
Squad 7	0.6	2.7	2
Light Force 8	1.9	9.5	7
Engine 8	1.9	9.5	3
Squad	1.9	9.5	2

Source: County of Los Angeles Fire Department 2001.

Implementation of the project will require review and approval of building and site development plans by the City and Fire Department. The City and Fire Department have established building codes that are considered adequate to mitigate the potential hazard for fire to a less than significant level. Compliance with the codes and regulations are a requirement of obtaining building permits and no additional mitigation is required.

It should be noted that the project is the replacement of an existing structure and use. Construction of a building that meets current fire codes will reduce the potential for fire hazard below that which currently exists with the existing structure.

Based on the above, it is concluded that implementation of this project utilizing current building and fire codes will not result in the need for new or altered fire protection services or facilities. No further mitigation is required.

- 11c. Police Protection – The City of West Hollywood contracts with the County of Los Angeles Sheriff's Department for law and traffic enforcement services. The Sheriff's Department serving the project area is located at 720 San Vicente Boulevard, on the southeast corner of Santa Monica Boulevard and San Vicente Boulevard. The Sheriff's Department currently employs 138 sworn deputies and 42 non-sworn personnel. According to the Sheriff's Department, existing personnel and equipment levels are considered adequate to meet current demands for police service in the City (Goldman 2002).

The Sheriff's Department maintains a standard response time of less than 10 minutes to emergency calls. The Department's average response time is 3.1 minutes. The Sheriff's Department has mutual aid agreements with the City of Los Angeles and the City of Beverly Hills Police Departments.

The project site is located within Reporting District No. 0972 of the Sheriff's Department. This district is roughly bounded by Beverly Boulevard to the south, La Cienega Boulevard to the east, Santa Monica to the north and Doheny Drive to the west. While the largest, geographically, of West Hollywood's eight Reporting Districts, the District reports a less than a proportional share of the total crimes in the City (Goldman 2002).

The project is the expansion of an existing use. While the expansion will most likely attract more people to the site, libraries typically experience very little crime.

The City and the Sheriff's Department have established development standards that discourage crime (lighting, exterior areas open to view, etc.). Compliance with these standards are considered adequate to reduce the potential for crime to the greatest extent feasible. Other than compliance with applicable building regulations, no further mitigation is required.

- 11d-e. Schools and Parks – As discussed in Section 2, Population and Housing, this project has no potential to induce growth either directly or indirectly. The project will not create new housing nor provide a substantial number of new jobs that could attract new residents to the City. As such, no impact to schools or parks will result and no mitigation is required.

- 11f. The project is the expansion of an existing public library to meet current and anticipated future demand for library services. No other public services will be affected by this project. No mitigation is required.

12. UTILITIES AND SERVICE SYSTEMS. Would the project:					
Issues and Supporting Information Sources		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a.	Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			X	
b.	Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
c.	Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
d.	Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			X	
e.	Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			X	
f.	Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?		X		
g.	Comply with federal, state, and local statutes and regulations related to solid waste?			X	

Comments:

12a,

- b&e. The existing library and clinic are connected to the existing wastewater collection and treatment facilities. This service is provided by the City of West Hollywood (City) and the Los Angeles County Sanitation Districts (Sanitation Districts). Based on data provided in the PDC EIR, the existing facilities could generate up to 200 gallons per day (gpd) of wastewater for each 1,000 square feet (ft²) of building area. The two existing structures have a combined area of about 17,500 ft². Thus it is possible that these facilities generate about 3,500 gpd of wastewater.

The proposed library expansion will replace these two structures with one library structure totaling about 42,200 ft². Using the same wastewater generation rate, it is forecast that the library expansion will increase the wastewater flow by up to 4,940 gpd ($42.2 \times 200 = 8,440 - 3,500$).

According to the PDC EIR, connection to the City's limited capacity sewer line could result in an adverse impact to that system. However, adequate capacity is available in the Sanitation Districts existing relief sewer line. Adequate capacity to accommodate treatment of this projects wastewater is available at the Sanitation Districts Hyperion Treatment facility.

To ensure that adequate wastewater collection and treatment facilities are available, the City and the Sanitation Districts collect fees from new connections. These funds are used to increase the systems collection and treatment capacity.

Based on available data, this project will not result in an increase in demand for wastewater collection and treatment that exceeds the requirements of the Regional Water Quality Control Board (RWQCB) or cause the need for construction of new facilities.

Indirectly the project will contribute to an increased demand for this service, however, this increased demand is anticipated and payment of the required connection and mitigation fees are considered adequate mitigation for both direct and cumulative impacts.

To mitigate potential impacts to the greatest extent feasible, the City shall implement Mitigation Measure 4-1 to reduce the generation of wastewater from the library:

- 12c. The stormwater system is adequate to accommodate the existing drainage demands of the site. Because this project will replace existing hardsurfaced areas (parking areas, buildings, etc.) with new such features, no substantial change in the quantity of stormwater or pattern of the existing drainage system will result. Because no impact can be identified, no mitigation is required.
- 12d. Data provided in the PDC EIR indicates that an adequate supply of water to serve this project is presently available at the site. Currently, it is projected that the library and clinic use about 4,375 gpd of water (250 gallons x 17.5). The expanded library facility will consume about 10,500 gpd or about 6,175 gpd more than presently being consumed onsite.

The water purveyor, the City of Beverly Hills, charges system connection and water usage fees to its customers. These fees are used to secure adequate water sources and distribution facilities. Payment of these fees is considered adequate mitigation for potential impacts to the system. Implementation of Mitigation Measure 4-1 will further reduce the less than significant impacts to the greatest extent feasible.

- 12f-g. According to the PDC EIR, most of the solid waste generated in the City, including that of the existing library and clinic, is disposed of at Bradley West Landfill. This landfill was designed for a daily maximum of 10,000 tons. As this landfill nears capacity, its daily limit has been reduced to 3,000 tons and may be reduced further. On most days, the site accepts about 3,000 tons contributing to the weekly maximum of 18,000 tons. Without an expansion, this landfill is expected to close soon, thus putting pressure on other nearby landfills. Presently, existing landfill sites are considered sufficient to accommodate solid waste generated within the City.

In the short term, demolition and construction activities will generate solid wastes. The existing library and clinic contain red brick, concrete and other inert materials that will be recycled. Additionally, other materials such as wood and asphalt will be recycled. Development of a compre-

hensive plan to dispose of recyclable materials generated from demolition will reduce potential impacts to the solid waste disposal system to a non-significant level.

Over the long term, the library could generate up to 420 pounds per week (lbs/week) per 10,000 ft² of building space of solid waste. This is considered a conservative estimate because it is a waste generation rate for commercial activities which typically generate more waste than libraries. Most of these wastes would be paper or other recyclable materials (plastics, aluminum cans, bottles, etc.). The City of West Hollywood has implemented solid waste management practices to comply with the Integrated Waste Management Act of 1989 (AB 939).

Based on the 420 lbs/day/10,000 ft² generation rate, the current library and clinic facilities generate 7,350 lbs or about 0.37 tons/week. Based on a 7-day operating schedules, these facilities generate about 0.05 tons/day of solid waste. Because the majority of the wastes generated by the library are recyclable, it is concluded that at least 50 percent of the wastes are diverted from the disposal system. Additionally, a significant amount of wastes generated by the clinic are medical wastes which must be disposed of separate from solid wastes. Therefore, it is projected that about 75 percent of the wastes generated by the clinic and existing library are presently diverted from the solid waste disposal system. This results in a projected 0.04 ton/day of solid waste being generated by the existing facilities.

Using the conservative waste generation estimate of 420 lbs/week/10,000 ft² of floor space, it is projected that the library expansion will generate about 0.88 ton of solid waste. With recycling, this volume of solid waste will be reduced to about 0.44 ton/day or about 0.40 ton more than is presently being generated. This represents about 0.01 percent of the 3,000 tons/day being disposed of at the Bradley West Landfill and is considered less than significant.

To mitigate potential impacts to the solid waste disposal system to the greatest extent feasible, the following measures shall be implemented:

- 12-1** *The City shall review and approve a materials recycling plan for demolition and construction activities to ensure that waste material generated by these activities are recycled to the greatest extent feasible.*

Compliance with the requirements of AB 939 will reduce potential long-term library operations impacts to the solid waste disposal system to a level of less than significant.

13. AESTHETICS. Would the project:					
Issues and Supporting Information Sources		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a.	Have a substantial adverse effect on a scenic vista?			X	
b.	Substantially damage scenic resources, including, but not limited to, trees, rock outcropping, and historic building within a state scenic highway?				X
c.	Substantially degrade the existing visual character or quality of the site and its surroundings?			X	
d.	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?		X		

Comments:

13a-b. The project is located within a highly urbanized area. Existing development includes single and multistory structures, signs, billboards, and other manmade features typical of urban development. No natural scenic vistas exist on or near the project site.

The site presently contains two existing structures that will be removed. A single 3-story structure will replace the existing buildings. Although the new structures are taller than the existing, several existing and proposed taller structures are/will be located within the viewshed of the proposed library. No scenic resources such as trees, rock outcroppings, etc. will be affected by the project.

Based on the lack of scenic vistas or resources, the type and height of existing and proposed development in the area, no potential for a substantial adverse effect to a scenic vista or resource will result. No mitigation is required.

13c. As stated, the site and surrounding area have been developed with a variety of urban uses and architectural styles. Implementation of this project has and will include architectural review by the City. Review and approval of the development by the City is considered adequate mitigation for the potential for adverse effects to the existing visual character or quality of the site and surroundings. No further mitigation is required.

13d. The project site is located within the Los Angeles basin. This highly urbanized area already has a significant amount of lighting and structures which can create glare. While the new library may increase the amount of light and possibly glare onsite, it is minimal when compared to the existing setting. Due to the size, type and location of this development, it is concluded this project has no potential to create a new source of light or glare that could adversely affect day or nighttime views.

14. CULTURAL RESOURCES. Would the project:					
Issues and Supporting Information Sources		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a.	Cause a substantial adverse change in the significance of a historical resource as defined in Section 1506.5?		X		
b.	Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 1506.5?			X	
c.	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		X		
d.	Disturb any human remains, including those interred outside of formal cemeteries?		X		

Comments:

- 14a. To determine whether the Ron Stone Clinic and the existing library structures proposed for demolition have any potentially significant historical value, the City retained Myra Frank & Associates to conduct an evaluation of the existing library and clinic structures in accordance with the criteria of the National Register of Historical Places (National Register), the California Register of Historical Resources (California Register), and the CEQA Guidelines. A copy of the preliminary report from Myra Frank is provided as an attachment. According to the report, the library building was designed by Edward H. Fickett, a well known architect in Los Angeles and constructed in about 1960. The following information was included in Mr. Fickett's obituary:

EDWARD H. FICKETT '37, of Los Angeles; May 21 [1999], at the age of 76. He was a nationally recognized, award-winning architect who was a consultant to federal and local governments and to President Dwight D. Eisenhower. Some of his notable designs include the original Sands Hotel in Las Vegas, La Costa resort near San Diego, the Bistro Gardens restaurant in Beverly Hills, the Los Angeles Harbor (Port of L.A.) Passenger and Cargo Terminals, the historic and seismic renovation of the Los Angeles City Hall Tower (Phase I), the new extension of the Nethercutt Antique Car Museum, commercial developments, and more than 40,000 homes which are known as "Fickett Houses." Fickett was Architectural Advisor to Eisenhower and Consultant to the Federal Government on Housing, responsible for updating and rewriting the specifications and guidelines for the FHA, VA, HUD and other government agencies.

Based on the information developed by Myra Frank, structures designed by Fickett would warrant considerations under the third California Register criteria because it "represents the work of an important creative individual." Nevertheless, Fickett's structures at the project site are not historical resources for the purposes of CEQA because:

- the Library, auditorium, and any other buildings or landscape designed by Fickett in West Hollywood Park were built in 1960 or later and do not meet the California Register 50-year age criterion;

- they lack the exceptional importance necessary to override the 50-year criterion and sufficient time has not passed to reasonably understand their historical importance; and
- the research did not identify any references to Fickett's designs in West Hollywood Park as being among his most notable career achievements;

However, the ultimate loss of the library building could be construed to have a potentially significant effect on the body of work of an important creative individual, Edward Fickett. To mitigate this potential effect to a level less than significant, documentation of the body of work of Edward Fickett's designs in the City of West Hollywood should be prepared as part of a Mitigated Negative Declaration. This documentation could be completed in the form of a California Department of Recreation Historical Resources Inventory Form (Series DPR 523) for a thematic grouping of Fickett's work in the City of West Hollywood. Although the library research completed to date only identified Fickett's Hollywood Riviera at 1400 North Hayworth, it is also believed he designed a number of luxury apartment buildings in West Hollywood. In addition, Joyce Fickett, the architect's widow, has retained records of his commissions, and may be amenable to sharing these records to further the public's awareness of her husband's work. The DPR 523 forms should be used to apply the California Register criteria to Fickett's designs in the City of West Hollywood, so those designs that exemplify the work of this important creative individual would become known to the general public and would be identified for future CEQA review. The mitigation to be implemented follows:

- 14-1** *If the library project is implemented, the City shall complete a California Department of Recreation Historical Resources Inventory Form (Series DPR 523) for a thematic grouping of Fickett's work in the City of West Hollywood. This DPR shall be completed within one year of the initiation of construction and a copy shall be filed with the State and retained in the new library.*

The other building which would be affected by the proposed project is the health clinic named after Ron Stone, often known as the "father of West Hollywood." The building is not as architecturally distinct as Fickett's designs in the park and based on the information available it does not appear to be a Fickett designed structure. Regardless, it also does not meet the 50-year age criterion of the California Register, therefore, it is not an historical resource for the purposes of CEQA. Because of the direct or indirect association with Ron Stone and Fickett, preparation of biographical information about Ron Stone, and its deposition on site in the new library, or dedication of a new building in his name, would be recommended mitigation to keep his memory in the forefront of the community. The mitigation to be implemented follows:

- 14-2** *A biography of Ron Stone, with focus on his role in the incorporation of West Hollywood, shall be compiled within one year of initiating construction of the new library and shall be displayed at a visible location in the library for public review.*

The City finds that Implementation of these two measures are adequate to mitigate the historical impacts outlined above to a less than significant impact.

- 14b. Due to the high degree of man-made disturbance at the project site, no archaeological resources with any integrity can remain on the project site. No adverse impact can occur and no mitigation is required.

14c. The potential for paleontological resources with any integrity to remain on the site is considered very low. However, because foundation work for the three story library may extend below previous disturbances, the City will implement the following mitigation measure.

14-3 *If excavations at the site must extend below the depth of previous man-made disturbance, a qualified paleontologist or expert shall monitor all excavation activities occurring below this depth. Any resources discovered during monitoring shall be treated in the following manner: the City shall follow recommended actions for mitigation of the exposed resource until the resource is fully evaluated and any necessary data recovery or avoidance measures are implemented.*

The City finds that Implementation of this measure is adequate to mitigate any potential paleontological impacts outlined above to a less than significant impact.

14d. Due to the high degree of man-made disturbance at the project site, no human remains can remain on the project site. No adverse impact can occur and no mitigation is required

15. RECREATION. Would the project:					
Issues and Supporting Information Sources		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a.	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
b.	Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	

Comments:

15a-b. The project proposes no new housing nor will it create a demand for housing or induce additional population growth in the City. The project will not increase the use of existing recreational facilities that could accelerate deterioration of the facility or create a need for expansion of existing recreational facilities. Relocation of the library can assist the City to provide additional recreational capability in the future. No impact can be identified and no mitigation required.

16. MANDATORY FINDINGS OF SIGNIFICANCE.					
Issues and Supporting Information Sources		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
+a.	Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number of restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			X	
b.	Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects?			X	
c.	Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

Comments:

The City of West Hollywood proposes to construct a new library to replace the existing library at West Hollywood Park. The primary impacts from constructing this new 41,947 square foot facility (of which 32,647 square feet will be library and the remainder will consist of storage and community rooms. Based on the evaluation of the proposed project presented in the preceding text, the new library can be constructed and operated without causing significant adverse environmental effects on the surrounding environment, if the mitigation measures outlined above are implemented. The City will require the implementation of the mitigation measures identified above and listed at the end of this document. Measures to ensure that potentially significant impacts do not occur have been identified for the following natural and man-made resource values at the project site: geologic problems, water, air quality, transportation/circulation, hazards, noise, utilities and service systems and cultural resources. Many of the potentially significant impacts are temporary in nature as they are associated with only the construction phase of the proposed project.

With mitigation, the proposed project is not forecast to cause any significant adverse environmental impacts to any of the environmental resource issues addressed in this Initial Study. The City proposes to issue a Negative Declaration with mitigation as the appropriate environmental determination to comply with the California Environmental Quality Act for the new West Hollywood Park Library Project.

17. EARLIER ANALYSES. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, one or more effects have been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case a discussion should identify the following on attached sheets.

- | | |
|----|--|
| a. | Earlier analyses used. Identify earlier analyses and state where they are available for review. |
| b. | Impacts adequately addressed. Identify which affects from the above check list were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis. |
| c. | Mitigation measures. For effects that are "Less than Significant with Mitigation Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project. |

MITIGATION MEASURES

- 3-1 A comprehensive geotechnical investigations shall be required prior to engineering and design development of structures identified under Risk Class I & II, e.g., public facilities, as identified below:

Risk Class I & II, Structures Critically Needed after Disaster: Structures that are critically needed after a disaster include important utility centers, fire stations, police stations, emergency communication facilities, hospitals, and critical transportation elements such as bridges and overpasses and smaller dams.

Acceptable Damage: Minor non-structural; facility should remain operational and safe, or be suitable for quick restoration of service.

- a. Resist minor earthquakes without damage;
 - b. Resist moderate earthquakes without structural damage, but with some non-structural damage; or
 - c. Resist major earthquakes, of the intensity or severity of the strongest experienced in California, without collapse, but with some structural, as well as non-structural damage.
- 3-2 The demolition and construction contractors shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) which specifies Best Management Practices that will prevent construction pollutants from contacting stormwater with the intent of keeping all products of erosion from moving offsite into receiving waters.
- 4-1 The City shall install water conserving plumbing and fixtures where feasible within the new structure (sensor-operated faucets, dual flush toilets, waterless urinals, etc.).
- 5-1 The City shall require the contractors to prepare and implement a dust control plan for demolition and construction activities. The plan shall identify the methods to be used to reduce the generation of dust to the greatest extent feasible. The plan shall include:
- The use of water spray during structure demolition and the loading of material onto trucks;
 - The covering of trucks transporting material; and
 - The watering of areas during land disturbance activities at least twice a day or when dust is being generated.
- 5-2 Electricity from power poles rather than temporary diesel power generators shall be used whenever feasible.
- 5-3 All construction equipment shall be properly tuned and maintained. General contractors shall maintain and operate construction equipment so as to minimize exhaust emissions. During construction, trucks and vehicles in loading or unloading queues shall be kept with their engines off, when not in use, to reduce vehicle emissions.
- 5-4 Construction activities shall be phased and scheduled to avoid emissions peaks, and discontinued during second-stage smog alerts.

- 5-5 Access to existing and/or future public transportation systems, transit stops, and pedestrian walkway systems shall remain and/or be incorporated into the design of the project, subject to requirements of the Director of Transportation and Public Works.
- 5-6 Preferential parking spaces shall be provided for employee carpools and vanpools to encourage ridesharing.
- 5-7 Prior to issuance of building permits, Southern California Edison and Southern California Gas Company shall be consulted regarding feasible energy conservation measures that could be incorporated into the design of the project.
- 6-1 Prior to issuance of building permits, the City public works staff shall verify that adequate ingress and egress is available without creating a traffic hazard on adjacent roads.
- 9-1 If petroleum products are accidentally released to the environment during any phase of construction, the area of contamination shall be defined; contaminated soil or material from the contaminated area shall be removed; and any area exposed to accidentally released contaminants shall be remediated to a threshold that meets regulatory requirements established by law or agencies overseeing the remediation.
- 10-1 The project contractor shall, to the extent feasible, schedule construction activities to avoid the simultaneous operation of mechanical equipment so as to minimize noise levels resulting from operating several pieces of high noise level emitting equipment.
- 10-2 Construction equipment shall be fitted with state-of-the-art noise shielding and muffling devices to reduce noise levels to the maximum extent feasible.
- 10-3 Equipment maintenance and staging areas shall be located as far away from sensitive noise receptors, as feasible.
- 10-4 Pile driving and jackhammering shall be limited to the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, and shall be prohibited on weekends and state and federal holidays.
- 10-5 If equipment is being used that can cause hearing damage at adjacent noise receptor locations (distance attenuation shall be taken into account), portable noise barriers shall be installed that are demonstrated to be adequate to reduce noise levels at receptor locations below hearing damage thresholds. This may include erection of temporary berms or plywood barriers to create a break in the line-of-sight, or erection of a heavy fabric tent around the noise source.
- 10-6 The City shall require the construction contractor to establish a noise/vibration complaint program which shall, at a minimum, consist of a centralized noise complaint number posted at each construction site and coordinated with each local jurisdiction. Noise/vibration complaints received at this number shall receive a formal response, either by making modifications to project operations or activities or by installing measures to reduce noise/vibration at the receptor location.
- 12-1 The City shall review and approve a materials recycling plan for demolition and construction activities to ensure that waste material generated by these activities are recycled to the greatest extent feasible.

- 14-1 If the library project is implemented, the City shall complete a California Department of Recreation Historical Resources Inventory Form (Series DPR 523) for a thematic grouping of Fickett's work in the City of West Hollywood. This DPR shall be completed within one year of the initiation of construction and a copy shall be filed with the State and retained in the new library.
- 14-2 A biography of Ron Stone, with focus on his role in the incorporation of West Hollywood, shall be compiled within one year of initiating construction of the new library and shall be displayed at a visible location in the library for public review.
- 14-3 If excavations at the site must extend below the depth of previous man-made disturbance, a qualified paleontologist or expert shall monitor all excavation activities occurring below this depth. Any resources discovered during monitoring shall be treated in the following manner: the City shall follow recommended actions for mitigation of the exposed resource until the resource is fully evaluated and any necessary data recovery or avoidance measures are implemented.

SOURCES

City of West Hollywood, General Plan, June 20, 1988.

Environmental Impact Report Pacific Design Center Expansion and Specific Plan Amendment, October 2002.

South Coast Air Quality Management District, CEQA Air Quality Handbook.

NEW WEST HOLLYWOOD PARK LIBRARY MITIGATION MONITORING AND REPORTING PROGRAM

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Verification	Status / Date / Initials
Geology and Soils						
3-1	<p>A comprehensive geotechnical investigations shall be required prior to engineering and design development of structures identified under Risk Class I & II, e.g., public facilities, as identified below:</p> <p>Risk Class I & II, Structures Critically Needed after Disaster: Structures that are critically needed after a disaster include important utility centers, fire stations, police stations, emergency communication facilities, hospitals, and critical transportation elements such as bridges and overpasses and smaller dams.</p> <p>Acceptable Damage: Minor non-structural; facility should remain operational and safe, or be suitable for quick restoration of service.</p> <p>a. Resist minor earthquakes without damage;</p> <p>b. Resist moderate earthquakes without structural damage, but with some non-structural damage; or</p> <p>c. Resist major earthquakes, of the intensity or severity of the strongest experienced in California, without collapse, but with some structural, as well as non-structural damage.</p>	CEQA Initial Study	This measure shall be implemented prior to initiation of construction activities.	City of West Hollywood	Copies of approved geotechnical study shall be retained by the City and field inspections during construction shall verify the design measures are being implemented as identified in this document. Field inspection notes shall be retained in the project file.	

NEW WEST HOLLYWOOD PARK LIBRARY MITIGATION MONITORING AND REPORTING PROGRAM

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Verification	Status/Date/ Initials
Geology and Soils (continued)						
3-2	The demolition and construction contractors shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) which specifies Best Management Practices that will prevent construction pollutants from contacting stormwater with the intent of keeping all products of erosion from moving offsite into receiving waters.	CEQA Initial Study	The SWPPP shall be finalized prior to construction and the measures shall be implemented during and after construction.	City of West Hollywood	Copies of approved SWPPP shall be retained by the City and field inspections during construction shall verify the BMP measures are being implemented as identified in this document. Field inspection notes shall be retained in the project file.	
Hydrology and Water Quality						
4-1	The City shall install water conserving plumbing and fixtures where feasible within the new structure (sensor-operated faucets, dual flush toilets, waterless urinals, etc.).	CEQA Initial Study	The water conserving features shall be identified in the construction drawings for the new library.	City of West Hollywood	Copies of approved construction drawings shall be retained by the City and field inspections during construction shall verify the water conserving fixtures are being installed as identified in this document. Field inspection notes shall be retained in the project file.	

22
25

NEW WEST HOLLYWOOD PARK LIBRARY MITIGATION MONITORING AND REPORTING PROGRAM

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Verification	Status/Date/Initials
Air Quality						
5-1	<p>The City shall require the contractors to prepare and implement a dust control plan for demolition and construction activities. The plan shall identify the methods to be used to reduce the generation of dust to the greatest extent feasible. The plan shall include:</p> <ul style="list-style-type: none"> • The use of water spray during structure demolition and the loading of material onto trucks; • The covering of trucks transporting material; and • The watering of areas during land disturbance activities at least twice a day or when dust is being generated. 	CEQA Initial Study	All of the construction measures shall be incorporated into the construction contract and the measures shall be implemented during construction. Operational mitigation measures shall be implemented by the City during operation of the library.	City of West Hollywood	Copies of approved construction contract with the above construction air quality mitigation measures shall be retained by the City and field inspections during construction shall verify the measures are being installed as identified in this document. Field inspection notes shall be retained in the project file. The City shall verify implementation of the operational air quality measures.	
5-2	Electricity from power poles rather than temporary diesel power generators shall be used whenever feasible.					
5-3	All construction equipment shall be properly tuned and maintained. General contractors shall maintain and operate construction equipment so as to minimize exhaust emissions. During construction, trucks and vehicles in loading or unloading queues shall be kept with their engines off, when not in use, to reduce vehicle emissions.					

NEW WEST HOLLYWOOD PARK LIBRARY MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure		Source	Implementation Schedule	Responsible Party	Verification	Status/Date/Initials
Air Quality (continued)						
5-4	Construction activities shall be phased and scheduled to avoid emissions peaks, and discontinued during second-stage smog alerts.	CEQA Initial Study	All of the construction measures shall be incorporated into the contract and the measures shall be implemented during construction. Operational mitigation measures shall be implemented by the City during operation of the library.	City of West Hollywood	Copies of approved construction contract with the above construction air quality mitigation measures shall be retained by the City and field inspections during construction shall verify the measures are being installed as identified in this document. Field inspection notes shall be retained in the project file. The City shall verify implementation of the operational air quality measures.	
5-5	Access to existing and/or future public transportation systems, transit stops, and pedestrian walkway systems shall remain and/or be incorporated into the design of the project, subject to requirements of the Director of Transportation and Public Works.					
5-6	Preferential parking spaces shall be provided for employee carpools and vanpools to encourage ridesharing.					
5-7	Prior to issuance of building permits, Southern California Edison and Southern California Gas Company shall be consulted regarding feasible energy conservation measures that could be incorporated into the design of the project.					

NEW WEST HOLLYWOOD PARK LIBRARY MITIGATION MONITORING AND REPORTING PROGRAM

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Verification	Status / Date / Initials
Transportation / Traffic						
6-1	Prior to issuance of building permits, the City public works staff shall verify that adequate ingress and egress is available without creating a traffic hazard on adjacent roads.	CEQA Initial Study	Prior to issuance of building permits.	City of West Hollywood	City staff shall place a memorandum in the project file documenting adequate access during construction and operation of the library.	
Hazards and Hazardous Materials						
9-1	If petroleum products are accidentally released to the environment during any phase of construction, or if previously unknown contamination is discovered during ground disturbing activities, the area of contamination shall be defined; contaminated soil or material from the contaminated area shall be removed; and any area exposed to accidentally released contaminants shall be remediated to a threshold that meets regulatory requirements established by law or agencies overseeing the remediation.	CEQA Initial Study	This measure will be implemented during construction.	City of West Hollywood	If contamination is discovered or an accidental spill occurs, the City inspectors shall compile and retain all documentation from discovery through completion of remediation and disposal of any contaminated material.	
Noise						
10-1	The project contractor shall, to the extent feasible, schedule construction activities to avoid the simultaneous operation of mechanical equipment so as to minimize noise levels resulting from operating several pieces of high noise level emitting equipment.	CEQA Initial Study	These measures will be included in the construction contract and they will be implemented during construction.	City of West Hollywood	Copies of contract shall include these measures and field inspections by the City shall verify their implementation.	

NEW WEST HOLLYWOOD PARK LIBRARY MITIGATION MONITORING AND REPORTING PROGRAM

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Verification	Status/Date/ Initials
Noise (continued)						
10-2	Construction equipment shall be fitted with state-of-the-art noise shielding and muffling devices to reduce noise levels to the maximum extent feasible.	CEQA Initial Study	These measures will be included in the construction contract and they will be implemented during construction.	City of West Hollywood	Copies of contract shall include these measures and field inspections by the City shall verify their implementation.	
10-3	Equipment maintenance and staging areas shall be located as far away from sensitive noise receptors, as feasible.					
10-4	Pile driving and jackhammering shall be limited to the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, and shall be prohibited on weekends and state and federal holidays.					
10-5	If equipment is being used that can cause hearing damage at adjacent noise receptor locations (distance attenuation shall be taken into account), portable noise barriers shall be installed that are demonstrated to be adequate to reduce noise levels at receptor locations below hearing damage thresholds. This may include erection of temporary berms or plywood barriers to create a break in the line-of-sight, or erection of a heavy fabric tent around the noise source.					

NEW WEST HOLLYWOOD PARK LIBRARY MITIGATION MONITORING AND REPORTING PROGRAM

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Verification	Status/Date/Initials
Noise (continued)						
10-6	The City shall require the construction contractor to establish a noise/vibration complaint program which shall, at a minimum, consist of a centralized noise complaint number posted at each construction site and coordinated with each local jurisdiction. Noise/vibration complaints received at this number shall receive a formal response, either by making modifications to project operations or activities or by installing measures to reduce noise/vibration at the receptor location.	CEQA Initial Study	These measures will be included in the construction contract and they will be implemented during construction.	City of West Hollywood	Copies of contract shall include these measures and field inspections by the City shall verify their implementation.	
Utilities and Service Systems						
12-1	The City shall review and approve a materials recycling plan for demolition and construction activities to ensure that waste material generated by these activities are recycled to the greatest extent feasible.	CEQA Initial Study	The recycling plan shall be completed prior to initiating construction and implementation shall occur during construction.	City of West Hollywood	A copy of the approved recycling plan shall be retained in the project file. City inspectors shall verify the recycling is implemented in accordance with the plan during field inspections.	

NEW WEST HOLLYWOOD PARK LIBRARY MITIGATION MONITORING AND REPORTING PROGRAM

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Verification	Status/Date/ Initials
Cultural Resources (Historical Resources)						
14-1	If the library project is implemented, the City shall complete a California Department of Recreation Historical Resources Inventory Form (Series DPR 523) for a thematic grouping of Fickett's work in the City of West Hollywood. This DPR shall be completed within one year of the initiation of construction and a copy shall be filed with the State and retained in the new library.	CEQA Initial Study	The inventories and reports shall be completed within two years of opening the new library.	City of West Hollywood	Copies of the studies shall be retained by the City for public review.	
14-2	A biography of Ron Stone, with focus on his role in the incorporation of West Hollywood, shall be compiled within one year of initiating construction of the new library and shall be displayed at a visible location in the library for public review.					
Cultural Resources (Paleontologic Resources)						
14-3	If excavations at the site must extend below the depth of previous man-made disturbance, a qualified paleontologist or expert shall monitor all excavation activities occurring below this depth. Any resources discovered during monitoring shall be treated in the following manner: the City shall follow recommended actions for mitigation of the exposed resource until the resource is fully evaluated and any necessary data recovery or avoidance measures are implemented.	CEQA Initial Study	This measure shall be implemented during construction.	City of West Hollywood	Copies of the contract with the qualified paleontologist and any reports shall be retained by the City in the project file.	

ATTACHMENT – 2

**PURCHASE, SALE
ESCROW**

**621 N. SAN VICENTE
OLD LIBRARY SITE**

AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND ESCROW INSTRUCTIONS

Escrow No. _____

Date of Opening
of Escrow: _____, 200__

To: _____
("Escrow Holder")

Attention: _____
Escrow Officer
Telephone: _____
Facsimile: _____

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS (this "Agreement") is made this ____ day of _____, 200__, by and between the COUNTY OF LOS ANGELES, a body politic and corporate ("Seller"), and the City of West Hollywood, a municipal corporation ("Buyer").

R E C I T A L S:

A. Seller is the owner of that certain real property more commonly known as 621 North San Vicente Boulevard, located in the City of West Hollywood, County of Los Angeles, State of California, more particularly described on Exhibit "A" attached hereto (the "Property").

B. Buyer intends to acquire the Property in order to build a new public library (the "New Library") thereon.

D. Buyer and Seller intend that Seller shall operate and maintain the New Library pursuant to the terms of a lease and operating agreement (the "Lease") to be entered into by and between Buyer and Seller concurrently herewith, in substantially the same form attached hereto as Exhibit "B". Among other things, the Lease shall allocate the responsibilities for the operation and maintenance of the New Library between Buyer and Seller.

E. Seller wishes to sell the Property to Buyer and Buyer wishes to buy the Property from Seller pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. PURCHASE AND SALE OF PROPERTY.

Subject to all of the terms, conditions and provisions of this Agreement, and for the consideration herein set forth, Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller, the Property.

2. OPENING OF ESCROW.

Within three (3) business days after the execution of this Agreement by Seller, the parties shall open an escrow ("Escrow") with the Escrow Holder by causing an executed copy of this Agreement to be deposited with Escrow Holder. Escrow shall be deemed open on the date that a fully executed copy of this Agreement together with the Deposit (as defined in Section 3.2(a) below) is delivered to Escrow Holder ("Opening of Escrow").

3. PAYMENT OF PURCHASE PRICE.

3.1 Amount of Purchase Price. The purchase price for the Property will be FOUR MILLION DOLLARS [\$4,000,000] ("Purchase Price"). The Purchase Price represents the fair market value of the Property as determined by that certain appraisal dated October 30, 2001, and completed by David Bond (the "Appraisal"), which Appraisal has been approved by Buyer and Seller.

Seller's Initials

Buyer's Initials

3.2 Payment of Purchase Price. The Purchase Price shall be paid as follows:

(a) Concurrently with the Opening of Escrow, Buyer shall have deposited in Escrow the sum of FIVE THOUSAND DOLLARS (\$5,000.00) in the form of a cashier's check which deposit shall be applicable to the Purchase Price (the "Deposit"); and

(b) On or before 5:00 p.m. on _____, 2003, Buyer shall deposit with Escrow Holder the balance of the Purchase Price in good funds. "Good funds" shall mean a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the Southern California area or cash.

3.3 Interest Bearing Account. Escrow Holder shall deposit the funds specified in Section 3.2(a) above in an interest bearing account. All interest earned on said funds shall be credited to the Purchase Price.

3.4 Return of Deposit. In the event that any of the conditions specified in Section 7.1 below are not satisfied or otherwise waived by Buyer, the Deposit shall be promptly returned to Buyer.

3.5 Lease of Property. Although Buyer shall own fee title to the underlying land and improvements for the Property and the New Library, Seller shall be the public agency that shall occupy, manage, and operate the New Library, as more particularly set forth in the Lease attached hereto.

4. ADDITIONAL FUND AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1 Seller. Seller agrees that on or before 12:00 p.m. on _____, 2003, Seller will deposit or cause to be deposited with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation, the following:

(a) A grant deed conveying the Property to Buyer in the form attached hereto as Exhibit 'C' ("Grant Deed"). The Grant Deed shall contain a restriction that the Property must be used for local government purposes in perpetuity, and in default thereof, the Property shall automatically revert to Seller. The Grant Deed shall also define "local government purposes" to mean the active conduct of municipal or other local affairs. However, the first floor of the New Library may be used without invoking the County's reverter, upon the prior written approval of the County, for other purposes which are ancillary to and compatible with a library facility (but in no event shall include the sale, use, conduct or exhibition of alcoholic beverages, tobacco products, firearms, or gaming); and any net proceeds received by the City from a commercial operation pursuant to this exception to the reverter must be committed to library upgrades to which the City and the County mutually agree in writing. This exception to the reverter shall cease to have any force or effect when the Property ceases to be used for library purposes, and the County shall continue to hold a right of reverter over the Property conditioned on its use for local governmental purposes.

(b) Two duplicate originals of the Lease executed by Seller in substantially the form attached hereto as Exhibit "B"; and

(c) Such other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

Escrow Holder will cause the Grant Deed to be recorded when (but, in no event, after the date specified in Section 5.1 below) it can issue the Title Policy in the form described in Section 6 below, and holds for the account of Seller the items described above to be delivered to Seller through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof.

4.2 Buyer. Buyer agrees that on or before 12:00 p.m. _____, 2002, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation, the following:

(a) A Preliminary Change of Ownership Statement completed in the manner required in Los Angeles County;

(b) Two duplicate originals of the Lease executed by Buyer in substantially the form attached hereto as Exhibit "B"; and

(c) Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

Escrow Holder will cause the Grant Deed to be recorded when (but in no event after the date specified in Section 5.1 below) it can issue the Title Policy in the form described in Section 6 below, and holds for the account of Buyer the items described above to be delivered to Buyer through Escrow, less costs, expenses and disbursements chargeable to Buyer pursuant to the terms hereof.

4.3 Covenant of Seller and Buyer. Buyer and Seller agree to cooperate with one another, at no cost or expense to the cooperating party, in satisfying the conditions to Close of Escrow. Buyer shall be responsible for proceeding with diligence and in good faith to satisfy the conditions, if any, to Buyer's performance set forth in Section 7.1 and Seller shall be responsible for proceeding with diligence and in good faith to satisfy the conditions, if any, to Seller's performance set forth in Section 7.2.

4.4 Distribution. Following Close of Escrow, Escrow Holder shall make the following distributions:

(a) To Buyer:

(i) One certified conformed copy of the Grant Deed, the original of which shall be mailed to Buyer following recordation thereof;

(ii) One certified copy, conformed if recorded, of any other document delivered to Escrow Holder by Buyer or Seller pursuant to the terms hereof; and

(iii) One fully executed original of the Lease.

(b) To Seller:

(i) One fully executed original of the Lease; and

(ii) One certified copy, conformed if recorded, of any other document delivered to Escrow Holder by Buyer or Seller pursuant to the terms hereof; and

(iii) The Purchase Price.

5. CLOSING DATE; TIME OF ESSENCE.

5.1 Closing Date. Escrow shall close on _____, 2003. The terms “the Close of Escrow”, and/or the “Closing” are used herein to mean the time the Grant Deed is filed for record by the Escrow Holder in the Office of the County Recorder of Los Angeles County, California.

5.2 Time of Essence. Buyer and Seller each specifically understands that time is of the essence of each and every term of this Agreement and Buyer and Seller each specifically agrees to strictly comply and perform its obligations herein in the time and manner specified and waives any and all rights to claim such compliance by mere substantial compliance with the terms of this Agreement.

6. TITLE POLICY

6.1 When Escrow Holder holds for the Buyer the Grant Deed executed and acknowledged by Seller covering the Real Property, Escrow Holder shall cause to be issued and delivered to Buyer as of the Close of Escrow an ALTA standard coverage owner’s policy (not extended coverage) of title insurance (the “Buyer Title Policy”), or, upon Buyer’s request therefor, an ALTA standard coverage owner’s policy (extended coverage) of title insurance, issued by _____ (“Title Company”), with liability in the amount of the Purchase Price, covering the Property and showing title vested in the Buyer free of encumbrances, except:

(a) All non delinquent general and special real property taxes and assessments for the current fiscal year;

(b) Those easements, encumbrances, covenants, conditions, restrictions, reservations, rights-of-way and other matters of record shown as Exceptions _____ through _____, inclusive, on that certain Preliminary Title Report No. _____ issued by the Title Company dated as of _____, 2003 (“Preliminary Title Report”).

(c) The standard printed exceptions and exclusions contained in the ALTA form policy; and

(d) Any exceptions created or consented to by Buyer, including without limitation, any exceptions arising by reason of Buyer’s possession of or entry on the Property.

7. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

7.1 Conditions to Buyer’s Obligations. The obligations of Buyer under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent:

(a) Buyer shall have received Bond Act of 2000 grant funds from the State to purchase and build the New Library.

(b) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.

(c) All representations and warranties specified in Section 10.1 are true and correct as of the Closing Date.

- (d) Buyer's approval of any other conditions specified in this Agreement.
- (e) Seller shall not be in default of any term or condition of this Agreement.
- (f) Seller shall have executed and delivered to Escrow Holder the Lease in substantially the form attached hereto as Exhibit "B".
- (g) The proposed purchase and sale transaction by and between Buyer and the owner of the New Site for the acquisition of the New Site is closed.

Buyer's approval shall be based upon Buyer's reasonable discretion, provided, however, if Buyer has not delivered written notice of disapproval of the above conditions and written notice of termination of this Agreement and the Escrow to Seller and Escrow Holder by the times provided, or if no time is provided, on or before the Close of Escrow, each such condition shall automatically and conclusively be deemed to have been disapproved by Buyer. In the event that Buyer disapproves of any of the foregoing conditions and timely delivers written notice of termination of this Agreement and the Escrow to Seller and Escrow Holder or is deemed to have disapproved same, Seller, at Seller's option, shall have a period of ten (10) days following Buyer's notice, to resolve to Buyer's reasonable satisfaction the matter(s) disapproved by Buyer, in which event Buyer's notice of termination shall be null and void. If Seller does not resolve the matters disapproved by Buyer within said ten (10) day period or if Seller sooner gives written notice to Buyer and Escrow Holder that Seller does not intend to resolve such matters within such ten (10) day period, then this Agreement shall terminate. If requested by Escrow Holder or Seller, Buyer shall deliver to Escrow Holder and Seller written notice of satisfaction or deemed satisfaction of the conditions set forth in this Section 7.1.

7.2 Conditions to Seller's Obligations. The obligations of Seller under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Seller of each of the following conditions precedent:

- (a) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.
- (b) Buyer shall not be in default of any term or condition of this Agreement.
- (c) All representations and warranties specified in Section 10.2 are true and correct as of the Closing Date.
- (d) Buyer shall have executed and delivered to Escrow Holder the Lease in substantially the form attached hereto as Exhibit "B".

8. ESCROW PROVISIONS.

8.1 Escrow Instructions. This Agreement, when signed by Buyer and Seller, shall also constitute escrow instructions to Escrow Holder, and such instructions shall consist of the provisions of Sections 1 through 8, inclusive, 11 and Section 13. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that

the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail.

8.2 General Escrow Provisions. Escrow Holder shall deliver the Title Policy to the Buyer and instruct the Los Angeles County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 13.11 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Los Angeles County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be made by Escrow Holder's check. This Agreement and any modifications, amendments, or supplements thereto may be executed in counterparts and shall be valid and binding as if all of the parties' signatures were on one document.

8.3 Payment of Costs. Buyer shall pay the Escrow fee, all documentary transfer taxes, all title insurance premiums, all charges for recording the Grant Deed, and any additional title insurance premiums. All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.

8.4 Termination and Cancellation of Escrow. Time is of the essence of this Agreement. If Escrow fails to close as provided above, Escrow shall terminate automatically without further action by Escrow Holder or any party, and Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder; provided that any document which has been signed by a party who is not to receive the return of such document, shall be marked "void and of no force or effect" by Escrow Holder before it is delivered. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

9. BROKERAGE COMMISSIONS.

9.1 Each party represents and warrants to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to any portion of the transaction contemplated by this Agreement. Each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

10. REPRESENTATIONS AND WARRANTIES.

10.1 Limited Representations and Warranties by Seller.

(a) Limited Representations and Warranties. Seller, to the extent of Seller's actual knowledge, hereby makes the following representations and warranties to Buyer, each of which (i) is material and relied upon by Buyer in making its determination to enter into this Agreement; (ii) is true in all material respects as of the date hereof and shall be true in all material respects on the date of Close of Escrow on the Property; and (iii) shall survive the Close of Escrow of the purchase and sale of the Property:

(i) There are no pending or threatened litigation, allegations, lawsuits, claims, actions, arbitrations, regulatory, legal or other proceedings or investigations affecting or relating to the Property or Seller and neither the entering into of this Agreement nor the consummation of the transactions contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon it.

(ii) Seller is not the subject of a present or pending bankruptcy proceedings.

(iii) Seller has the unimpeded power and authority to execute, deliver and perform Seller's obligations under this Agreement and the documents executed and delivered by Seller pursuant hereto.

(iv) Neither this Agreement nor any other document, certificate or written statement furnished to Buyer by Seller in connection herewith contains any untrue statement of a material fact.

(v) All copies of documents delivered by Seller to Buyer are true, genuine, complete and correct copies of the original executed documents which they purport to be.

(vi) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not result in any breach of the terms, conditions, or constitute a default of under any instrument or obligation to which Seller is now a party or by which Seller may be bound or affected, or violate any order writ, injunction of any court in any litigation to which Seller is a party.

(b) Changed Circumstances. If Seller becomes aware of any fact or circumstance which would change or render incorrect, in whole or in part, any representation or warranty made by Seller under this Agreement, whether as of the date given or any time thereafter through the Close of Escrow and whether or not such representation or warranty was based upon Seller's knowledge and/or belief as of a certain date, Seller will give immediate written notice of such changed fact or circumstance to Buyer, but such notice shall not release Seller of its liabilities or obligations with respect thereto. Buyer shall have five (5) days from the receipt of any notice by Seller of the material change of any representation or warranty made by Seller hereunder to terminate this Agreement by providing written notice to Seller and Escrow Holder.

(c) Disclaimer of Representation and Warranties. Buyer acknowledges that it has had an adequate opportunity to inspect the Property and to investigate its physical characteristics and conditions, and hereby waives any and all objections to the physical characteristics and conditions of the Property which would be disclosed by such inspection. Buyer acknowledges that, except as specifically set forth in Section 10.1(a) above, neither Seller nor any of its employees, agents or representatives has made any representations, warranties or agreements to or with Buyer on behalf of Seller as to any matters concerning the Property, the present use thereof, or the suitability of Buyer's intended use of the Property.

The foregoing disclaimer includes, without limitation, topography, climate, air, water rights, utilities, present and future zoning, soil, subsoil, existence of hazardous waste or similar substances, purpose to which the Property is suited, drainage or access to public roads. Buyer further acknowledges and agrees that the Property is to be purchased, conveyed and accepted by Buyer in its present condition, "AS-IS", and that no patent or latent physical condition of the Property, whether or not known or discovered, shall affect the rights of either party hereto. Buyer has investigated and has knowledge of operative or imposed governmental laws and regulations (including, but not limited to, zoning, environmental, including specifically the regulations of the Environmental Protection Agency, and land use laws and regulations) to which the Property may be subject, and is acquiring the Property on the basis of its review and determination of the application and effect of such laws and regulations. Buyer has neither received nor relied upon any representations concerning such laws and regulations made by Seller, Seller's employees, agents, or any person acting under or on behalf of Seller. Any agreements, warranties or representations not expressly contained in this Agreement shall in no way bind Seller.

10.2 Limited Representations and Warranties by Buyer.

(a) Limited Representations and Warranties. Buyer, to the extent of Buyer's actual knowledge, hereby makes the following representations and warranties to Seller, each of which (i) is material and relied upon by Seller in making its determination to enter into this Agreement; (ii) is true in all material respects as of the date hereof and shall be true in all material respects on the date of Close of Escrow on the Property; and (iii) shall survive the Close of Escrow of the purchase and sale of the Property:

(i) There are no pending or, threatened litigation, allegations, lawsuits, claims, actions, arbitrations, regulatory, legal or other proceedings or investigations affecting or relating to Buyer and neither the entering into of this Agreement nor the consummation of the transactions contemplated hereby will constitute or result in a violation or breach by Buyer of any judgment, order, writ, injunction or decree issued against or imposed upon it.

(ii) Buyer is not the subject of a present or pending bankruptcy proceedings.

(iii) Buyer has the unimpeded power and authority to execute, deliver and perform Buyer's obligations under this Agreement and the documents executed and delivered by Seller pursuant hereto.

(iv) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not result in any breach of the terms, conditions, or constitute a default of under any instrument or obligation to which Buyer is now a party or by which Buyer may be bound or affected, or violate any order writ, injunction of any court in any litigation to which Buyer is a party.

(b) Changed Circumstances. If Buyer becomes aware of any fact or circumstance which would change or render incorrect, in whole or in part, any representation or warranty made by Buyer under this Agreement, whether as of the date given or any time

thereafter through the Close of Escrow and whether or not such representation or warranty was based upon Buyer's knowledge and/or belief as of a certain date, Buyer will give immediate written notice of such changed fact or circumstance to Seller, but such notice shall not release Buyer of its liabilities or obligations with respect thereto. Seller shall have five (5) days from the receipt of any notice by Buyer of the material change of any representation or warranty made by Buyer hereunder to terminate this Agreement by providing written notice to Buyer and Escrow Holder.

11. REMEDIES FOR DEFAULT.

11.1 Remedy for Buyer. In the event Seller materially breaches this Agreement, Buyer shall be entitled to obtain relief at law or in equity including, but not limited to, specific performance, mandatory and prohibitory orders and injunctions in order to restrain, prevent or reverse such material breach or, alternatively, Buyer may elect in writing to terminate this Agreement and Escrow.

11.2 Remedy for Seller. In the event Buyer materially breaches this Agreement, Seller shall be entitled to obtain relief at law or, alternatively, Seller may elect in writing to terminate this Agreement and Escrow.

11.3 Documents to Reflect Termination. Although the rights granted herein shall automatically terminate as set forth herein, Buyer agrees to execute, acknowledge and deliver to Seller within ten (10) days after request therefor, any quitclaim deed or other documents required by a reputable title company to remove any cloud from the title to the Property with respect to this Agreement upon expiration or termination of such rights hereunder. If Buyer fails to deliver such quitclaim deed or other documents as herein required, Seller shall have all rights and remedies granted by law or equity. This covenant shall survive termination of this Agreement for any reason.

12. POSSESSION.

Possession of the Property shall be delivered to Buyer as of Close of Escrow. Seller shall transfer its personal property, consisting of furniture, equipment, books, and other personal property (collectively, "Personal Property") pursuant to the terms of the Lease. Any Personal Property remaining on the Property after the Close of Escrow shall be the personal property of Buyer, or, at Buyer's election, shall be removed by Buyer. Buyer and Seller agree that they shall equally share in any such removal costs, if applicable.

13. MISCELLANEOUS.

13.1 Assignment. Buyer shall not have the right to assign this Agreement or any interest or right under this Agreement, by operation of law or otherwise.

13.2 Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective heirs, representatives, transferees, successors and assigns.

13.3 Interpretation. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall

not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

13.4 Legal Actions. Superior Court of the State of California in the County of Los Angeles shall have the exclusive jurisdiction of any litigation between the parties arising out of this Agreement. This Agreement shall be governed by, and construed under, the laws of the State of California. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party. Service of process on Seller and Buyer shall be made in the manner required by law for service on a public entity.

13.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.6 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

13.7 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13.8 Merger of Prior Agreements and Understandings. This Agreement, the Lease, and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations, correspondence and statements, oral or written, are merged herein and shall be of no further force or effect.

13.9 Covenants to Survive Escrow. The covenants and agreements contained herein shall survive the Close of Escrow and, subject to the limitations on assignment contained in Section 13.1 above, shall be binding upon and inure to the benefit of the parties hereto and their representatives, heirs, successors and assigns.

13.10 Notices. Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and shall be effective (i) when personally delivered by the other party or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission with telephonic confirmation, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other parties hereto:

To Buyer:	City of West Hollywood 8300 Santa Monica Boulevard West Hollywood, California 90069 Attention: City Manager
With a copy to:	Jenkins & Hogin Manhattan Towers 1230 Rosecrans Avenue, Suite 110 Manhattan Beach, California 90266 Attention: Michael Jenkins
To Seller:	County of Los Angeles Kenneth Hahn Hall of Administration 500 West Temple Street, Room 383 Los Angeles, California 90012
With a copy to:	County of Los Angeles Public Library 7400 East Imperial Highway Downey, California 90242 Attention: County Librarian
And:	County of Los Angeles Chief Administrative Office Real Estate Division 222 South Hill Street, 3rd Floor Los Angeles, California 90012 Attention: Director of Real Estate

13.11 Non-Liability of Officers and Employees. No officer, official, member, employee, agent, representative, or volunteer of either party shall be personally liable to the other, or any successor in interest, in the event of any default or breach by either party, or for any amount which may become due to either party or his or her successor, or for breach of any obligation of the terms of this Agreement.

13.12 Conflict of Interest. No officer, official, member, employee, agent, representative, or volunteer of either party shall have any financial interest, direct or indirect, in this Agreement, participate in any decision relating to this Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any Federal, State, or City statute, ordinance, or regulation.

13.13 Covenant Against Discrimination. Buyer and Seller covenant for themselves, their heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the performance of this Agreement.

13.14 No Partnership Created. The relationship of Seller and Buyer hereunder is that of seller and buyer, and none of the provisions of this Agreement are intended to or do create a partnership or joint venture or relationship other than seller and buyer.

13.15 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

13.16 Exhibits. Exhibits 'A', 'B', 'C', and 'D' attached hereto, are each incorporated herein by this reference.

[end - signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Escrow Instructions as of the date set forth above.

“Seller”

COUNTY OF LOS ANGELES,
a body politic and corporate

By:_____

Name:_____

Its: Chairman of the Board of Supervisors

ATTEST:

Violet Varona Lukens
Executive Officer–Clerk of the
Board of Supervisors

APPROVED AS TO FORM
LLOYD W. PELLMAN,
County Counsel

By:_____
Frank Scott, Esq.
Deputy County Counsel

‘Buyer’

City of West Hollywood
a municipal corporation

By:_____

Name:_____

Its:_____

ATTEST:

APPROVED AS TO FORM
Jenkins & Hogin

By:_____
Michael Jenkins, City Attorney

ESCROW HOLDER'S ACCEPTANCE OF ESCROW INSTRUCTIONS

Escrow Holder hereby accepts this Agreement for Purchase and Sale of Real Property and Escrow Instructions from Buyer and Seller and agrees to act as Escrow Holder in accordance with the terms and provisions set forth herein.

Dated: _____, 200__.

(Name of Title Insurance Co).

By: _____
_____, Authorized Officer

SCHEDULE OF EXHIBITS

EXHIBIT "A" LEGAL DESCRIPTION OF REAL PROPERTY

EXHIBIT "B" GRANT DEED

EXHIBIT "C" LEASE AGREEMENT

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

END OF LEGAL DESCRIPTION

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EXHIBIT "A"
TO PURCHASE AGREEMENT

EXHIBIT“B”

GRANT DEED

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EXHIBIT“B”
TO PURCHASE AGREEMENT

RECORDING REQUESTED BY & MAIL TO

City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, CA 90069

Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM RECORDING
FEES PURSUANT TO SECTION 27383 OF THE
GOVERNMENT CODE

TAX PARCELS:

4336-007-906

DOCUMENTARY TRANSFER TAX \$
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING, AT TIME OF SALE.

Signature of Declarant or Agent determining tax.

Firm Name

GRANT DEED

The **COUNTY OF LOS ANGELES**, a body
corporate and politic, for valuable consideration receipt of which is hereby acknowledged or has been secured by a
deed of trust, does hereby surrender, quitclaim and release to:

CITY OF WEST HOLLYWOOD, a municipal corporation

all of the County's right, title and interest in and to the described real property, reserving and excepting to the County all
oil, gas, hydrocarbons, and other minerals in and under the property without the right to the use of the surface or
subsurface to a depth of 500 feet, measured vertically from the surface of said real property.

Lots 13 to 16 inclusive and a portion of lot 17 of Tract No. 5939, as shown on the map recorded in Book 62, Pages 43 and
44 of Maps, in the Office of the County Recorder of Los Angeles County

SUBJECT TO AND BUYER TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. The entire property conveyed herein (the "Property") shall be used for local government purposes in perpetuity, and
in default thereof, the Property shall automatically revert to County of Los Angeles. Local Government Purpose shall
be defined as the active conduct of municipal or other local affairs. However, the first floor of the new library
proposed to be constructed on the Property may be used without invoking the County's reverter, upon the prior
written approval of the County, for other purposes which are ancillary to and compatible with a library facility (but in
no event shall include the sale, use, conduct or exhibition of alcoholic beverages, tobacco products, firearms, or
gaming); and any net proceeds received by the City from a commercial operation pursuant to this exception to the
reverter must be committed to library upgrades to which the City and the County mutually agree in writing. This
exception to the reverter shall cease to have any effect when the Property ceases to be used for library purposes,
however the County shall continue to hold a right of reverter over the Property conditioned on its use for Local
Government Purposes.
- d. If City of West Hollywood withdraws from County of Los Angeles's (the "County") library system within forty (40)
years after County takes possession of the New Library, the Property, including all improvements thereon shall revert
to the County.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____

Yvonne Brathwaite Burke
Chair, Board of Supervisors

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STATE OF CALIFORNIA))
COUNTY OF LOS ANGELES) ss.
)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and officio the governing body of all other special assessment and taxing districts, agencies ; authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of Government Code which authorized the use of facsimile signatures of the Chairperson of Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2003, facsimile signature of _____, Chair of the Board of Supervisor the County of Los Angeles was affixed hereto as the official execution of this document. 7 undersigned further certifies that on this date, a copy of the document was delivered to Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the and year above written.

VIOLET VARONA-LUKENS, Executive Officer
Board of Supervisors, County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

(deed).1

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, before me, _____,
personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Notary Public

[SEAL]

CERTIFICATE OF ACCEPTANCE

(Gov't Code 27281)

This is to certify that an interest in certain real property commonly known as the 615 N. San Vicente Property, located in the City of West Hollywood, County of Los Angeles, State of California, has been conveyed to the City of West Hollywood, a municipal corporation ("Grantee"), by the County of Los Angeles, a body corporate and politic ("Grantor") and Grantee consents to the recordation thereof by its duly authorized officer.

Dated:

"GRANTEE"

CITY OF WEST HOLLYWOOD

A municipal corporation

By: _____

Name: _____

Its: _____

ATTEST:

City Clerk

City of West Hollywood

APPROVED AS TO FORM

BY: _____

City Attorney

ATTACHMENT – 3

**PURCHASE, SALE
ESCROW**

**715 N. SAN VICENTE
NEW LIBRARY SITE**

AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND ESCROW INSTRUCTIONS

Escrow No. _____

Date of Opening
of Escrow: _____, 200__

To: _____
("Escrow Holder")

Attention: _____
Escrow Officer
Telephone: _____
Facsimile: _____

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS (this "Agreement") is made this ____ day of _____, 200__, by and between the COUNTY OF LOS ANGELES, a body politic and corporate ("Seller"), and the City of West Hollywood, a municipal corporation ("Buyer").

R E C I T A L S:

A. Seller is the owner of that certain real property more commonly known as 715 North San Vicente Boulevard, located in the City of West Hollywood, County of Los Angeles, State of California, more particularly described on Exhibit "A" attached hereto (the "Property").

B. Buyer intends to acquire the Property for park purposes.

C. Buyer and Seller intend that this transaction shall constitute partial consideration for the lease and operating agreement (the "Lease") to be entered into by and between Buyer and Seller concurrently herewith in regard to the new library to be constructed and owned by Buyer at 621 North San Vicente Boulevard (the "New Library"), but leased and operated by Seller.

D. Seller wishes to sell the Property to Buyer and Buyer wishes to buy the Property from Seller pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. PURCHASE AND SALE OF PROPERTY.

Subject to all of the terms, conditions and provisions of this Agreement, and for the consideration herein set forth, Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller, the Property.

2. OPENING OF ESCROW.

Within three (3) business days after the execution of this Agreement by Seller, the parties shall open an escrow (“Escrow”) with the Escrow Holder by causing an executed copy of this Agreement to be deposited with Escrow Holder. Escrow shall be deemed open on the date that a fully executed copy of this Agreement together with the Deposit (as defined in Section 3.2(a) below) is delivered to Escrow Holder (“Opening of Escrow”).

3. PAYMENT OF PURCHASE PRICE.

3.1 Amount of Purchase Price. The purchase price for the Property will be ONE THOUSAND DOLLARS (\$1,000) (“Purchase Price”).

3.2 _____
 Seller's Initials Buyer's Initials

3.3 Payment of Purchase Price. The Purchase Price shall be paid as follows:

Concurrently with the Opening of Escrow, Buyer shall have deposited in Escrow the sum of ONE THOUSAND DOLLARS (\$1,000.00) in the form of a cashier's check.

3.4 Interest Bearing Account. Escrow Holder shall deposit the funds specified in Section 3.2(a) above in an interest bearing account. All interest earned on said funds shall be credited to the Purchase Price.

3.5 Return of Deposit. In the event that any of the conditions specified in Section 7.1 below are not satisfied or otherwise waived by Buyer, the Deposit shall be promptly returned to Buyer.

4. ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1 Seller. Seller agrees that on or before 12:00 p.m. on _____, 2003, Seller will deposit or cause to be deposited with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation, the following:

(a) A grant deed conveying the Property to Buyer in the form attached hereto as Exhibit 'C' ("Grant Deed").

The Grant Deed shall contain the following restrictions:

- (1) Subject to a condition subsequent that if Buyer withdraws from Seller's library system within forty (40) years after Seller takes possession of the New Library, Buyer must pay Seller the then current fair market value of the Property as determined by appraisal as more particularly set forth in the Grant Deed, within thirty (30) days of determination of the appraisal amount; or Seller, at its option, may re-enter and take possession of the Property, and Buyer shall have no further title or interest of any kind therein.
 - (2) Subject to a reverter in perpetuity in favor of Seller in the event that the Property ceases to be used continuously for public park purposes.
- (b) Two duplicate originals of the Lease executed by Seller in substantially the form attached hereto as Exhibit "B"; and

(c) Such other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

Escrow Holder will cause the Grant Deed to be recorded when (but, in no event, after the date specified in Section 5.1 below) it can issue the Title Policy in the form described in Section 6 below, and holds for the account of Seller the items described above to be delivered to Seller through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof.

4.2 Buyer. Buyer agrees that on or before 12:00 p.m. _____, 2002, Buyer will deposit with Escrow Holder all additional documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation, the following:

(a) A Preliminary Change of Ownership Statement completed in the manner required in Los Angeles County;

(b) Two duplicate originals of the Lease executed by Buyer in substantially the form attached hereto as Exhibit "B"; and

(c) Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

Escrow Holder will cause the Grant Deed to be recorded when (but in no event after the date specified in Section 5.1 below) it can issue the Title Policy in the form described in Section 6 below, and holds for the account of Buyer the items described above to be delivered to Buyer through Escrow, less costs, expenses and disbursements chargeable to Buyer pursuant to the terms hereof.

4.3 Covenant of Seller and Buyer. Buyer and Seller agree to cooperate with one another, at no cost or expense to the cooperating party, in satisfying the conditions to Close of Escrow. Buyer shall be responsible for proceeding with diligence and in good faith to satisfy the conditions, if any, to Buyer's performance set forth in Section 7.1 and Seller shall be responsible

for proceeding with diligence and in good faith to satisfy the conditions, if any, to Seller's performance set forth in Section 7.2.

4.4 Distribution. Following Close of Escrow, Escrow Holder shall make the following distributions:

(a) To Buyer:

(i) One certified conformed copy of the Grant Deed, the original of which shall be mailed to Buyer following recordation thereof;

(ii) One certified copy, conformed if recorded, of any other document delivered to Escrow Holder by Buyer or Seller pursuant to the terms hereof; and

(iii) One fully executed original of the Lease.

(b) To Seller:

(i) One fully executed original of the Lease; and

(ii) One certified copy, conformed if recorded, of any other document delivered to Escrow Holder by Buyer or Seller pursuant to the terms hereof; and

(iii) The Purchase Price.

5. CLOSING DATE; TIME OF ESSENCE.

5.1 Closing Date. Escrow shall close on the date of issuance of the certificate of occupancy for the New Library. The terms "the Close of Escrow", and/or the "Closing" are used herein to mean the time the Grant Deed is filed for record by the Escrow Holder in the Office of the County Recorder of Los Angeles County, California. Escrow shall be cancelled and deposits returned in the event escrow has not closed on or before April 1, 2011.

5.2 Time of Essence. Buyer and Seller each specifically understands that time is of the essence of each and every term of this Agreement and Buyer and Seller each specifically agrees to strictly comply and perform its obligations herein in the time and manner specified and waives any and all rights to claim such compliance by mere substantial compliance with the terms of this Agreement.

6. TITLE POLICY

6.1 When Escrow Holder holds for the Buyer the Grant Deed executed and acknowledged by Seller covering the Real Property, Escrow Holder shall cause to be issued and delivered to Buyer as of the Close of Escrow an ALTA standard coverage owner's policy (not extended coverage) of title insurance (the "Buyer Title Policy"), or, upon Buyer's request therefor, an ALTA standard coverage owner's policy (extended coverage) of title insurance, issued by _____ ("Title Company"), with liability in the amount of the Purchase Price, covering the Property and showing title vested in the Buyer free of encumbrances, except:

(a) All non delinquent general and special real property taxes and assessments for the current fiscal year;

(b) Those easements, encumbrances, covenants, conditions, restrictions, reservations, rights-of-way and other matters of record shown as Exceptions _____ through _____, inclusive, on that certain Preliminary Title Report No. _____ issued by the Title Company dated as of _____, 2003 ("Preliminary Title Report").

(c) The standard printed exceptions and exclusions contained in the ALTA form policy; and

(d) Any exceptions created or consented to by Buyer, including without limitation, any exceptions arising by reason of Buyer's possession of or entry on the Property.

7. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

7.1 Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent:

(a) Buyer shall have received grant funds from the State Bond Act of 2000 to purchase and build the New Library by _____. Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.

(b) All representations and warranties specified in Section 10.1 are true and correct as of the Closing Date.

(c) Buyer's approval of any other conditions specified in this Agreement.

(d) Seller shall not be in default of any term or condition of this Agreement.

(e) Seller shall have executed and delivered to Escrow Holder the Lease in substantially the form attached hereto as Exhibit "B".

(f) The proposed purchase and sale transaction by and between Buyer and the owner of the New Site for the acquisition of the New Site is closed.

Buyer's approval shall be based upon Buyer's reasonable discretion, provided, however, if Buyer has not delivered written notice of disapproval of the above conditions and written notice of termination of this Agreement and the Escrow to Seller and Escrow Holder by the times provided, or if no time is provided, on or before the Close of Escrow, each such condition shall automatically and conclusively be deemed to have been disapproved by Buyer. In the event that Buyer disapproves of any of the foregoing conditions and timely delivers written notice of termination of this Agreement and the Escrow to Seller and Escrow Holder or is deemed to have disapproved same, Seller, at Seller's option, shall have a period of ten (10) days following Buyer's notice, to resolve to Buyer's reasonable satisfaction the matter(s) disapproved by Buyer, in which event Buyer's notice of termination shall be null and void. If Seller does not resolve the matters disapproved by Buyer within said ten (10) day period or if Seller sooner gives written notice to

Buyer and Escrow Holder that Seller does not intend to resolve such matters within such ten (10) day period, then this Agreement shall terminate. If requested by Escrow Holder or Seller, Buyer shall deliver to Escrow Holder and Seller written notice of satisfaction or deemed satisfaction of the conditions set forth in this Section 7.1.

7.2 Conditions to Seller's Obligations. The obligations of Seller under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Seller of each of the following conditions precedent:

(a) Buyer shall have received grant funds from the State Bond Act of 2000 to purchase and build the New Library

(b) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.

(c) Buyer shall not be in default of any term or condition of this Agreement.

(d) All representations and warranties specified in Section 10.2 are true and correct as of the Closing Date.

(e) Buyer shall have executed and delivered to Escrow Holder the Lease in substantially the form attached hereto as Exhibit "B".

(f) A certificate of occupancy shall have issued for the New Library.

8. ESCROW PROVISIONS.

8.1 Escrow Instructions. This Agreement, when signed by Buyer and Seller, shall also constitute escrow instructions to Escrow Holder, and such instructions shall consist of the provisions of Sections 1 through 8, inclusive, 11 and Section 13. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail.

8.2 General Escrow Provisions. Escrow Holder shall deliver the Title Policy to the Buyer and instruct the Los Angeles County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 13.11 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Los Angeles County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be made by Escrow Holder's check. This Agreement and any modifications, amendments, or supplements thereto may be executed in counterparts and shall be valid and binding as if all of the parties' signatures were on one document.

8.3 Payment of Costs. Buyer shall pay the Escrow fee, all documentary transfer taxes, all title insurance premiums, all charges for recording the Grant Deed, and any additional title insurance premiums. All other costs of Escrow not otherwise specifically allocated by this

Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.

8.4 Termination and Cancellation of Escrow. Time is of the essence of this Agreement. If Escrow fails to close as provided above, Escrow shall terminate automatically without further action by Escrow Holder or any party, and Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder; provided that any document which has been signed by a party who is not to receive the return of such document, shall be marked "void and of no force or effect" by Escrow Holder before it is delivered. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

9. BROKERAGE COMMISSIONS.

9.1 Each party represents and warrants to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to any portion of the transaction contemplated by this Agreement. Each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

10. REPRESENTATIONS AND WARRANTIES.

10.1 Limited Representations and Warranties by Seller.

(a) Limited Representations and Warranties. Seller, to the extent of Seller's actual knowledge, hereby makes the following representations and warranties to Buyer, each of which (i) is material and relied upon by Buyer in making its determination to enter into this Agreement; (ii) is true in all material respects as of the date hereof and shall be true in all material respects on the date of Close of Escrow on the Property; and (iii) shall survive the Close of Escrow of the purchase and sale of the Property:

(i) There are no pending or threatened litigation, allegations, lawsuits, claims, actions, arbitrations, regulatory, legal or other proceedings or investigations affecting or relating to the Property or Seller and neither the entering into of this Agreement nor the consummation of the transactions contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon it.

(ii) Seller is not the subject of a present or pending bankruptcy proceedings.

(iii) Seller has the unimpeded power and authority to execute, deliver and perform Seller's obligations under this Agreement and the documents executed and delivered by Seller pursuant hereto.

(iv) Neither this Agreement nor any other document, certificate or written statement furnished to Buyer by Seller in connection herewith contains any untrue statement of a material fact.

(v) All copies of documents delivered by Seller to Buyer are true, genuine, complete and correct copies of the original executed documents which they purport to be.

(vi) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not result in any breach of the terms, conditions, or constitute a default of under any instrument or obligation to which Seller is now a party or by which Seller may be bound or affected, or violate any order writ, injunction of any court in any litigation to which Seller is a party.

(b) Changed Circumstances. If Seller becomes aware of any fact or circumstance which would change or render incorrect, in whole or in part, any representation or warranty made by Seller under this Agreement, whether as of the date given or any time thereafter through the Close of Escrow and whether or not such representation or warranty was based upon Seller's knowledge and/or belief as of a certain date, Seller will give immediate written notice of such changed fact or circumstance to Buyer, but such notice shall not release Seller of its liabilities or obligations with respect thereto. Buyer shall have five (5) days from the receipt of any notice by Seller of the material change of any representation or warranty made by Seller hereunder to terminate this Agreement by providing written notice to Seller and Escrow Holder.

(c) Disclaimer of Representation and Warranties. Buyer acknowledges that it has had an adequate opportunity to inspect the Property and to investigate its physical characteristics and conditions, and hereby waives any and all objections to the physical characteristics and conditions of the Property which would be disclosed by such inspection. Buyer acknowledges that, except as specifically set forth in Section 10.1(a) above, neither Seller nor any of its employees, agents or representatives has made any representations, warranties or agreements to or with Buyer on behalf of Seller as to any matters concerning the Property, the present use thereof, or the suitability of Buyer's intended use of the Property.

The foregoing disclaimer includes, without limitation, topography, climate, air, water rights, utilities, present and future zoning, soil, subsoil, existence of hazardous waste or similar substances, purpose to which the Property is suited, drainage or access to public roads. Buyer further acknowledges and agrees that the Property is to be purchased, conveyed and accepted by Buyer in its present condition, "AS-IS", and that no patent or latent physical condition of the Property, whether or not known or discovered, shall affect the rights of either party hereto. Buyer has investigated and has knowledge of operative or imposed governmental laws and regulations (including, but not limited to, zoning, environmental, including specifically the regulations of the Environmental Protection Agency, and land use laws and regulations) to which the Property may be subject, and is acquiring the Property on the basis of its review and determination of the application and effect of such laws and regulations. Buyer has neither received nor relied upon any representations concerning such laws and regulations made by Seller, Seller's employees, agents, or any person acting under or on behalf of Seller. Any

agreements, warranties or representations not expressly contained in this Agreement shall in no way bind Seller.

10.2 Limited Representations and Warranties by Buyer.

(a) Limited Representations and Warranties. Buyer, to the extent of Buyer's actual knowledge, hereby makes the following representations and warranties to Seller, each of which (i) is material and relied upon by Seller in making its determination to enter into this Agreement; (ii) is true in all material respects as of the date hereof and shall be true in all material respects on the date of Close of Escrow on the Property; and (iii) shall survive the Close of Escrow of the purchase and sale of the Property:

(i) There are no pending or, threatened litigation, allegations, lawsuits, claims, actions, arbitrations, regulatory, legal or other proceedings or investigations affecting or relating to Buyer and neither the entering into of this Agreement nor the consummation of the transactions contemplated hereby will constitute or result in a violation or breach by Buyer of any judgment, order, writ, injunction or decree issued against or imposed upon it.

(ii) Buyer is not the subject of a present or pending bankruptcy proceedings.

(iii) Buyer has the unimpeded power and authority to execute, deliver and perform Buyer's obligations under this Agreement and the documents executed and delivered by Seller pursuant hereto.

(iv) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not result in any breach of the terms, conditions, or constitute a default of under any instrument or obligation to which Buyer is now a party or by which Buyer may be bound or affected, or violate any order writ, injunction of any court in any litigation to which Buyer is a party.

(b) Changed Circumstances. If Buyer becomes aware of any fact or circumstance which would change or render incorrect, in whole or in part, any representation or warranty made by Buyer under this Agreement, whether as of the date given or any time thereafter through the Close of Escrow and whether or not such representation or warranty was based upon Buyer's knowledge and/or belief as of a certain date, Buyer will give immediate written notice of such changed fact or circumstance to Seller, but such notice shall not release Buyer of its liabilities or obligations with respect thereto. Seller shall have five (5) days from the receipt of any notice by Buyer of the material change of any representation or warranty made by Buyer hereunder to terminate this Agreement by providing written notice to Buyer and Escrow Holder.

11. REMEDIES FOR DEFAULT.

11.1 Remedy for Buyer. In the event Seller materially breaches this Agreement, Buyer shall be entitled to obtain relief at law or in equity including, but not limited to, specific performance, mandatory and prohibitory orders and injunctions in order to restrain, prevent or reverse such material breach or, alternatively, Buyer may elect in writing to terminate this Agreement and Escrow.

11.2 Remedy for Seller. In the event Buyer materially breaches this Agreement, Sellershall be entitled to obtain relief at law or, alternatively, Seller may elect in writing to terminate this Agreement and Escrow.

11.3 Documents to Reflect Termination. Although the rights granted herein shall automatically terminate as set forth herein, Buyer agrees to execute, acknowledge and deliver to Seller within ten (10) days after request therefor, any quitclaim deed or other documents required by a reputable title company to remove any cloud from the title to the Property with respect to this Agreement upon expiration or termination of such rights hereunder. If Buyer fails to deliver such quitclaim deed or other documents as herein required, Seller shall have all rights and remedies granted by law or equity. This covenant shall survive termination of this Agreement for any reason.

12. POSSESSION.

Possession of the Property shall be delivered to Buyer as of Close of Escrow. Seller shall transfer its personal property, consisting of furniture, equipment, books, and other personal property (collectively, "Personal Property") pursuant to the terms of the Lease. Any Personal Property remaining on the Property after the Close of Escrow shall be the personal property of Buyer, or, at Buyer's election, shall be removed by Buyer. Buyer and Seller agree that they shall equally share in any such removal costs, if applicable.

13. MISCELLANEOUS.

13.1 Assignment. Buyer shall not have the right to assign this Agreement or any interest or right under this Agreement, by operation of law or otherwise.

13.2 Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective heirs, representatives, transferees, successors and assigns.

13.3 Interpretation. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

13.4 Legal Actions. Superior Court of the State of California in the County of Los Angeles shall have the exclusive jurisdiction of any litigation between the parties arising out of this Agreement. This Agreement shall be governed by, and construed under, the laws of the State of California. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party. Service of process on Seller and Buyer shall be made in the manner required by law for service on a public entity.

13.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.6 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

13.7 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13.8 Merger of Prior Agreements and Understandings. This Agreement, the Lease, and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations, correspondence and statements, oral or written, are merged herein and shall be of no further force or effect.

13.9 Covenants to Survive Escrow. The covenants and agreements contained herein shall survive the Close of Escrow and, subject to the limitations on assignment contained in Section 13.1 above, shall be binding upon and inure to the benefit of the parties hereto and their representatives, heirs, successors and assigns.

13.10 Notices. Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and shall be effective (i) when personally delivered by the other party or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission with telephonic confirmation, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other parties hereto:

To Buyer:	City of West Hollywood 8300 Santa Monica Boulevard West Hollywood, California 90069 Attention: City Manager
With a copy to:	Jenkins & Hogin Manhattan Towers 1230 Rosecrans Avenue, Suite 110 Manhattan Beach, California 90266 Attention: Michael Jenkins
To Seller:	County of Los Angeles Kenneth Hahn Hall of Administration 500 West Temple Street, Room 383 Los Angeles, California 90012
With a copy to:	County of Los Angeles Public Library 7400 East Imperial Highway Downey, California 90242 Attention: County Librarian
And:	County of Los Angeles Chief Administrative Office Real Estate Division 222 South Hill Street, 3rd Floor Los Angeles, California 90012 Attention: Director of Real Estate

13.11 Non-Liability of Officers and Employees. No officer, official, member, employee, agent, representative, or volunteer of either party shall be personally liable to the other, or any successor in interest, in the event of any default or breach by either party, or for any amount which may become due to either party or his or her successor, or for breach of any obligation of the terms of this Agreement.

13.12 Conflict of Interest. No officer, official, member, employee, agent, representative, or volunteer of either party shall have any financial interest, direct or indirect, in this Agreement, participate in any decision relating to this Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any Federal, State, or City statute, ordinance, or regulation.

13.13 Covenant Against Discrimination. Buyer and Seller covenant for themselves, their heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the performance of this Agreement.

13.14 No Partnership Created. The relationship of Seller and Buyer hereunder is that of seller and buyer, and none of the provisions of this Agreement are intended to or do create a partnership or joint venture or relationship other than seller and buyer.

13.15 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

13.16 Exhibits. Exhibits 'A', 'B', 'C', and 'D' attached hereto, are each incorporated herein by this reference.

[end - signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Escrow Instructions as of the date set forth above.

“Seller”

COUNTY OF LOS ANGELES,
a body politic and corporate

By:_____

Name:_____

Its: Chairman of the Board of Supervisors

ATTEST:

Violet Varona Lukens
Executive Officer–Clerk of the
Board of Supervisors

APPROVED AS TO FORM
LLOYD W. PELLMAN,
County Counsel

By:_____
Frank Scott, Esq.
Deputy County Counsel

‘Buyer’

City of West Hollywood
a municipal corporation

By:_____

Name:_____

Its:_____

ATTEST:

APPROVED AS TO FORM
Jenkins & Hogin

By:_____
Michael Jenkins, City Attorney

ESCROW HOLDER'S ACCEPTANCE OF ESCROW INSTRUCTIONS

Escrow Holder hereby accepts this Agreement for Purchase and Sale of Real Property and Escrow Instructions from Buyer and Seller and agrees to act as Escrow Holder in accordance with the terms and provisions set forth herein.

Dated: _____, 200__.

(Name of Title Insurance Co).

By: _____
_____, Authorized Officer

ADDENDUM TO AGREEMENT FOR PURCHASE AND SALE OF REAL

PROPERTY AND ESCROW INSTRUCTIONS

THIS ADDENDUM TO THE AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS is made to clarify and restate Buyer's obligations to Seller in the event that Buyer withdraws from Seller's library system within forty (40) years after Seller takes possession of the New Library.

Buyer and Seller covenant and agree that, in the event that Buyer withdraws from the Seller's library system within forty (40) years from the date that Seller takes possession of the New Library, Buyer must pay to Seller the then current fair market value of the Property as determined by the appraisal method indicated below within thirty (30) days of the determination of the appraisal amount. At its sole option, Seller may re-enter and take possession of the Property in lieu of requiring Buyer to pay the fair market value thereof. In the event Seller elects to re-enter and take possession of the Property, Buyer shall transfer good title to Seller and Buyer shall have no further title or interest of any kind therein.

The appraisal method to be utilized in the event Buyer is required to pay Seller the current fair market value of the Property shall be as follows:

The parties shall have 30 days after the effective date of the withdrawal of Buyer from Seller's library system to agree upon the fair market value of the Real Estate. If they so agree in writing, Buyer shall pay said fair market value to Seller within 60 days of the writing establishing the agreement. The City Manager shall be authorized to make the agreement on behalf of Seller. If the parties are unable to agree on the fair market value of the Real Estate within that period, then, within 10 days, each party at its own cost and by giving notice to the other party shall retain a real estate appraiser with at least 5 years' full-time commercial appraisal experience in the area in which the Real Estate is located to determine its fair market value. The two appraisers shall promptly meet and attempt to agree upon a single sum as the fair market value, which they shall prepare a joint written appraisal and Buyer shall pay such sum to Seller within 60 days of receiving the report. If the two appraisers are unsuccessful in reaching agreement on the fair market value within 30 days, then each shall prepare his or her own written appraisal and they shall agree upon and elect a third appraiser within 10 days after the preceding 30 days have elapsed. The third appraiser shall meet at least the same qualifications as the other two appraisers. The third appraiser shall make his or her own written appraisal of the fair market value of the Real Estate, and deliver copies to each party. The fair market value of the Real Estate, which Buyer must pay to Seller within 60 days of the receipt of the third appraisal, shall be determined by comparison of the third appraisal with the other two appraisals. Whichever of the two appraisals is closest to the third appraisal shall be the final determination of fair market value.

ESCROW HOLDER'S ACCEPTANCE OF ESCROW INSTRUCTIONS

Escrow Holder hereby accepts this Agreement for Purchase and Sale of Real Property and Escrow Instructions from Buyer and Seller and agrees to act as Escrow Holder in accordance with the terms and provisions set forth herein.

Dated: _____, 200

(Name and Title Insurance Co.)

By: _____

_____, Authorized Officer

This agreement shall survive the close of escrow.

COUNTY OF LOS ANGELES,

By: _____
Chairman of the Board of Supervisors

ATTEST:

Violet Varona Lukens
Executive Officer–Clerk of the
Board of Supervisors

APPROVED AS TO FORM
LLOYD W. PELLMAN,
County Counsel

By: _____
Frank Scott, Esq.
Deputy County Counsel

CITY OF HOLLYWOOD

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney

SCHEDULE OF EXHIBITS

EXHIBIT "A" LEGAL DESCRIPTION OF REAL PROPERTY

EXHIBIT "B" GRANT DEED

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

THAT PORTION OF TRACT NO. 3616, AS SHOWN ON A MAP FILED IN BOOK 40 PAGE 11 OF MAPS, IN THE OFFICE OF THE REGISTRAR-RECORDED OF THE COUNTY OF LOS ANGELES, THAT PORTION OF TRACT NO. 5939, AS SHOWN ON A MAP FILED IN BOOK 62 PAGE 43 AND 44, SAID MAPS, THAT PORTION OF EL TOVAR PLACE, NOW VACATED, AS SHOWN ON SAID LAST MENTIONED MAP, THAT PORTION OF SAN VICENTE BOULEVARD, FORMERLY PREUSS ROAD, NOW VACATED, AS SHOWN ON SAID LAST MENTIONED MAP, AND THAT PORTION OF THE RANCHO LA BREA, AS SHOWN ON MAP RECORDED IN BOOK 1 PAGES 289 AND 290 OF PATENTS, IN THE OFFICE OF SAID REGISTRAR-RECORDER, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 21, SAID TRACT NO. 3616; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT TO THE NORTHERLY LINE OF LOT 12, SAID LAST MENTIONED TRACT; THENCE EASTERLY ALONG SAID NORTHERLY LINE TO THE NORTHEASTERLY CORNER OF SAID LAST MENTIONED LOT; THENCE SOUTHERLY ALONG THE EASTERLY LINES OF LOTS 12, 11 AND 10, SAID LAST MENTIONED TRACT, TO THE NORTHEASTERLY CORNER OF LOT 9, SAID LAST MENTIONED TRACT; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED LOT TO THE NORTHWESTERLY CORNER OF SAID LAST MENTIONED LOT; THENCE SOUTHERLY ALONG THE WESTERLY LINES OF LOT 9 TO 6 INCLUSIVE, SAID LAST MENTIONED TRACT, TO THE NORTHWESTERLY CORNER OF LOT 5, SAID LAST MENTIONED TRACT, THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED LOT TO THE NORTHEASTERLY ALONG THE EASTERLY LINES OF LOTS 5 TO 1 INCLUSIVE, SAID LAST MENTIONED TRACT, TO THE NORTHERLY LINE OF LOT 6, BLOCK 3, SAID TRACT NO. 5939; THENCE WESTERLY ALONG SAID LAST MENTIONED NORTHERLY LINE TO THE NORTHEASTERLY CORNER OF LOT 5, SAID BLOCK; THENCE SOUTHERLY ALONG THE EASTERLY LINES OF LOTS 5 TO 1 INCLUSIVE, SAID BLOCK, TO THE MOST SOUTHERLY LINE IN THE SOUTHERLY BOUNDARY OF SAID LAST MENTIONED LOT 6; THENCE EASTERLY ALONG SAID MOST SOUTHERLY LINE TO A STRAIGHT LINE WHICH BEARS AT RIGHT ANGLES FROM SAID MOST SOUTHERLY LINE AND WHICH PASSES THROUGH A POINT IN A LINE PARALLEL WITH AND 25 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES,

EXHIBIT "A"

TO PURCHASE AGREEMENT

EXHIBIT "A" CONTINUED

FROM SAID MOST SOUTHERLY LINE DISTANT EASTERLY THEREON 194.80 FEET FROM A LINE PARALLEL WITH AND 30 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF LOT 1, SAID BLOCK; THENCE SOUTHERLY ALONG SAID STRAIGHT LINE TO SAID FIRST MENTIONED PARALLEL LINE TO THE; THENCE EASTERLY ALONG SAID FIRST MENTIONED PARALLEL LINE TO THE NORTHEASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A RESOLUTION OF INTENTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, A CERTIFIED COPY OF WHICH WAS RECORDED AS DOCUMENT NO. 3206, ON SEPTEMBER 26, 1968 IN BOOK D4145 PAGE 244, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID REGISTRAR-RECORDER; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY BOUNDARY TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 8-178 IN A RESOLUTION OF SAID BOARD OF SUPERVISORS, A COPY OF WHICH WAS RECORDED AS DOCUMENT NO. 4983, ON JUNE 22, 1965 IN BOOK D2950 PAGE 201, OF SAID OFFICIAL RECORDS; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE SOUTHWESTERLY AND WESTERLY BOUNDARIES OF SAID LAST MENTIONED CERTAIN PARCEL OF LAND TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A RESOLUTION OF SAID BOARD OF SUPERVISORS, A COPY OF WHICH WAS RECORDED AS DOCUMENT NO. 3519, ON NOVEMBER 18, 1965 IN BOOK D3119 PAGE 700, OF SAID OFFICIAL RECORDS; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LAST MENTIONED CERTAIN PARCEL OF LAND TO THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 2 IN DEED TO SAID COUNTY; RECORDED AS DOCUMENT NO. 1700, ON DECEMBER 5, 1940 IN BOOK 18042 PAGE 71, OF SAID OFFICIAL RECORDS; THENCE WESTERLY ALONG SAID LAST MENTIONED SOUTHERLY LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL WITH THE 5 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF SAID LOT 21 WITH THE SOUTHWESTERLY BOUNDARY OF SAID RANCHO; THENCE NORTH 0°02'30" WEST ALONG SAID PARALLEL LINE 24.96 FEET; THENCE SOUTH 89°57'30" WEST 86.35 FEET; THENCE SOUTH 0°02'30" EAST 118.50 FEET; THENCE SOUTH 89°57'30" WEST 61.15 FEET; THENCE SOUTH 0°02'30" EAST 108.43 FEET; THENCE SOUTH 89°57'30" WEST 32.50 FEET; THENCE SOUTH 0°02'30" EAST 26.00 FEET; THENCE NORTH 89°57'30" EAST 180.00 FEET TO SAID PARALLEL LINE; THENCE NORTH 0°02'30" WEST ALONG SAID PARALLEL LINE 227.97 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

GRANT DEED

RECORDING REQUESTED BY & MAIL TO

City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, CA 90069

Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM RECORDING
FEES PURSUANT TO SECTION 27383 OF THE
GOVERNMENT CODE

TAX PARCELS:

4336-008-909

DOCUMENTARY TRANSFER TAX \$ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING, AT TIME OF SALE.
..... Signature of Declarant or Agent determining tax.
..... Firm Name

GRANT DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, for valuable consideration receipt of which is hereby acknowledged or has been secured by a deed of trust, does hereby surrender, quitclaim and release to:

CITY OF WEST HOLLYWOOD, a municipal corporation

all of the County's right, title and interest in and to the described real property attached hereto as Exhibit **AA**, Legal Description, reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of said real property.

SUBJECT TO AND BUYER TO ASSUME:

- All taxes, interest, penalties and assessments of record, if any.
- Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- The Property shall be used for park purposes in perpetuity.
- Additional restrictions are detailed in Exhibit **AB** Additional Restriction, attached hereto and incorporated herein.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By.....

Yvonne Brathwaite Burke
Chair, Board of Supervisors

STATE OF CALIFORNIA))
COUNTY OF LOS ANGELES) ss.
)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and officio the governing body of all other special assessment and taxing districts, agencies : authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of Government Code which authorized the use of facsimile signatures of the Chairperson of Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2003, facsimile signature of _____, Chair of the Board of Supervisor the County of Los Angeles was affixed hereto as the official execution of this document. 1 undersigned further certifies that on this date, a copy of the document was delivered to Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the and year above written.

VIOLET VARONA-LUKENS, Executive Officer
Board of Supervisors, County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

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a03/13/03

COUNTY OF _____) ss
_____)

On _____, before me, _____,
personally appeared _____

_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Notary Public

[SEAL]

CERTIFICATE OF ACCEPTANCE

(Gov't Code 27281)

This is to certify that an interest in certain real property commonly known as the 715 N. San Vicente Property, located in the City of West Hollywood, County of Los Angeles, State of California, has been conveyed to the City of West Hollywood, a municipal corporation ("Grantee"), by the County of Los Angeles, a body corporate and politic ("Grantor") and Grantee consents to the recordation thereof by its duly authorized officer.

Dated:

"GRANTEE"

CITY OF WEST HOLLYWOOD

A municipal corporation

By: _____

Name: _____

Its: _____

ATTEST:

City Clerk

City of West Hollywood

APPROVED AS TO FORM

BY: _____

City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

THAT PORTION OF TRACT NO. 3616, AS SHOWN ON A MAP FILED IN BOOK 40 PAGE 11 OF MAPS, IN THE OFFICE OF THE REGISTRAR-RECORDED OF THE COUNTY OF LOS ANGELES, THAT PORTION OF TRACT NO. 5939, AS SHOWN ON A MAP FILED IN BOOK 62 PAGE 43 AND 44, SAID MAPS, THAT PORTION OF EL TOVAR PLACE, NOW VACATED, AS SHOWN ON SAID LAST MENTIONED MAP, THAT PORTION OF SAN VICENTE BOULEVARD, FORMERLY PREUSS ROAD, NOW VACATED, AS SHOWN ON SAID LAST MENTIONED MAP, AND THAT PORTION OF THE RANCHO LA BREA, AS SHOWN ON MAP RECORDED IN BOOK 1 PAGES 289 AND 290 OF PATENTS, IN THE OFFICE OF SAID REGISTRAR-RECORDER, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 21, SAID TRACT NO. 3616; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT TO THE NORTHERLY LINE OF LOT 12, SAID LAST MENTIONED TRACT; THENCE EASTERLY ALONG SAID NORTHERLY LINE TO THE NORTHEASTERLY CORNER OF SAID LAST MENTIONED LOT; THENCE SOUTHERLY ALONG THE EASTERLY LINES OF LOTS 12, 11 AND 10, SAID LAST MENTIONED TRACT, TO THE NORTHEASTERLY CORNER OF LOT 9, SAID LAST MENTIONED TRACT; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED LOT TO THE NORTHWESTERLY CORNER OF SAID LAST MENTIONED LOT; THENCE SOUTHERLY ALONG THE WESTERLY LINES OF LOT 9 TO 6 INCLUSIVE, SAID LAST MENTIONED TRACT, TO THE NORTHWESTERLY CORNER OF LOT 5, SAID LAST MENTIONED TRACT, THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED LOT TO THE NORTHEASTERLY ALONG THE EASTERLY LINES OF LOTS 5 TO 1 INCLUSIVE, SAID LAST MENTIONED TRACT, TO THE NORTHERLY LINE OF LOT 6, BLOCK 3, SAID TRACT NO. 5939; THENCE WESTERLY ALONG SAID LAST MENTIONED NORTHERLY LINE TO THE NORTHEASTERLY CORNER OF LOT 5, SAID BLOCK; THENCE SOUTHERLY ALONG THE EASTERLY LINES OF LOTS 5 TO 1 INCLUSIVE, SAID BLOCK, TO THE MOST SOUTHERLY LINE IN THE SOUTHERLY BOUNDARY OF SAID LAST MENTIONED LOT 6; THENCE EASTERLY ALONG SAID MOST SOUTHERLY LINE TO A STRAIGHT LINE WHICH BEARS AT RIGHT ANGLES FROM SAID MOST SOUTHERLY LINE AND WHICH PASSES THROUGH A POINT IN A LINE PARALLEL WITH AND 25 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES,

EXHIBIT "A" CONTINUED

FROM SAID MOST SOUTHERLY LINE DISTANT EASTERLY THEREON 194.80 FEET FROM A LINE PARALLEL WITH AND 30 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF LOT 1, SAID BLOCK; THENCE SOUTHERLY ALONG SAID STRAIGHT LINE TO SAID FIRST MENTIONED PARALLEL LINE TO THE; THENCE EASTERLY ALONG SAID FIRST MENTIONED PARALLEL LINE TO THE NORTHEASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A RESOLUTION OF INTENTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, A CERTIFIED COPY OF WHICH WAS RECORDED AS DOCUMENT NO. 3206, ON SEPTEMBER 26, 1968 IN BOOK D4145 PAGE 244, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID REGISTRAR-RECORDER; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY BOUNDARY TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 8-178 IN A RESOLUTION OF SAID BOARD OF SUPERVISORS, A COPY OF WHICH WAS RECORDED AS DOCUMENT NO. 4983, ON JUNE 22, 1965 IN BOOK D2950 PAGE 201, OF SAID OFFICIAL RECORDS; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE SOUTHWESTERLY AND WESTERLY BOUNDARIES OF SAID LAST MENTIONED CERTAIN PARCEL OF LAND TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A RESOLUTION OF SAID BOARD OF SUPERVISORS, A COPY OF WHICH WAS RECORDED AS DOCUMENT NO. 3519, ON NOVEMBER 18, 1965 IN BOOK D3119 PAGE 700, OF SAID OFFICIAL RECORDS; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LAST MENTIONED CERTAIN PARCEL OF LAND TO THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 2 IN DEED TO SAID COUNTY; RECORDED AS DOCUMENT NO. 1700, ON DECEMBER 5, 1940 IN BOOK 18042 PAGE 71, OF SAID OFFICIAL RECORDS; THENCE WESTERLY ALONG SAID LAST MENTIONED SOUTHERLY LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL WITH THE 5 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF SAID LOT 21 WITH THE SOUTHWESTERLY BOUNDARY OF SAID RANCHO; THENCE NORTH 0°02'30" WEST ALONG SAID PARALLEL LINE 24.96 FEET; THENCE SOUTH 89°57'30" WEST 86.35 FEET; THENCE SOUTH 0°02'30" EAST 118.50 FEET; THENCE SOUTH 89°57'30" WEST 61.15 FEET; THENCE SOUTH 0°02'30" EAST 108.43 FEET; THENCE SOUTH 89°57'30" WEST 32.50 FEET; THENCE SOUTH 0°02'30" EAST 26.00 FEET; THENCE NORTH 89°57'30" EAST 180.00 FEET TO SAID PARALLEL LINE; THENCE NORTH 0°02'30" WEST ALONG SAID PARALLEL LINE 227.97 FEET TO THE POINT OF BEGINNING.

EXHIBIT AB@
ADDITIONAL RESTRICTIONS

If City of West Hollywood (the ACity@) withdraws from County of Los Angeles-s (the ACounty@) library system within forty (40) years after County takes possession of the New Library, the City must pay County the then fair market value of the Property conveyed herein subject to a not less than amount as provided below. The parties shall have thirty (30) days after the date the County receives the City-s written notice of its intent to withdraw from the County library system, (the AWithdrawal Date@) to agree on the fair market value of the Real Estate. If they so agree in writing the City shall pay the fair market value to County within sixty (60) days of the writing establishing the agreed upon fair market value. The city Manager shall be authorized to make the agreement on behalf of City and the Chief Administrative Officer shall be authorized to make the agreement on behalf of County. If the parties are unable to agree on the fair market value of the Property within said thirty (30) day period, then, within forty (40) days of the Withdrawal Date, each party at its own cost and expense and by giving notice to the other party shall retain a real estate appraiser with at least five (5) years= full-time commercial appraisal experience in the area in which the Property is located to determine its fair market value. The two (2) appraisers shall promptly meet and attempt to agree upon a single sum as the fair market value, which they shall report in writing to both parties. If they are successful in reaching the sum, they shall prepare a joint written appraisal and City shall pay such sum to County within sixty (60) days of the County-s receipt of the report. If the two (2) appraisers are unsuccessful in reaching agreement on the fair market value within seventy (70) days of the Withdrawal Date, then each appraiser shall prepare their own written appraisal and the shall agree upon and select a third appraiser within eighty (80) days of the Withdrawal Date. The responsibility for the cost for the third appraisal shall be shared equally between City and County. The actual costs shall be assessed against whichever party, County or City, original appraisal does not prevail, The third appraiser shall meet at least the same qualifications as the other two (2) appraisers. The third appraiser shall make their own written appraisal of the fair market value of the Property, which City must pay to County within sixty (60) days of the receipt of the third appraisal. Whichever of the other two (2) appraisals is closest to the third appraisal shall be the final determination of fair market value and represent the prevailing appraisal.

Inasmuch as zoning or other changes instituted by either party may adversely affect the value of the Property during the City-s ownership, regardless of the fair market value determined by appraisal as provided above, the amount paid by the City shall not be less than the result of a formula based upon the value established in 2003 of \$2,635,000, (the A2003 Value@) adjusted for inflation, (the AMinimum Payment Amount@).

The method for computing the Minimum Payment Amount shall be by reference to the Consumer Price Index for all Urban Consumers for the Los Angeles-Anaheim-Riverside area, all items published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100), herein referred to as "Index".

The formula for determining the Minimum Payment Amount shall be calculated by multiplying the 2003 Value by a fraction, the numerator being the New Index which is the Index published for the month immediately preceding the month the Withdrawal Date occurred in, and the denominator being the Base Index which is the Index published for the month the County commenced operation of the new City library. The formula shall be as follows:

$$\frac{\text{New Index}}{\text{Base Index}} \times \$2,635,000 \text{ (2003 Value)}$$

= Minimum Purchase Amount

If the Index is changed so that the base year of the Index differs from that used as of the Withdrawal Date, the Index shall be converted in accordance with the conversion factor published by the United State Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the City's ownership of the Property, such other governmental Index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. In the event the parties are unable to agree upon a substitute index (if the original index is discontinued without a replacement) then upon demand by either party, the matter shall be submitted to arbitration.

ATTACHMENT – 4

**PURCHASE, SALE
ESCROW**

**8752 EL TOVAR
EL TOVAR SITE**

SALE AND PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2003, by and between **COUNTY OF LOS ANGELES** ("Seller"), and the City of West Hollywood ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. **RECITALS.** This Agreement is made with respect to the following facts which each party agrees are true and correct:

a. Seller is the owner of a certain parcel of real property located at 8752 El Tovar Place shown as County Assessor's Map Book parcel 4336-007-906, in the City of West Hollywood, County of Los Angeles, State of California, consisting of that property described on Exhibit "A" attached hereto and incorporated into this Agreement as if set forth in full (hereinafter referred to as the "Property").

b. Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. **Purchase Price.** The purchase price ("Purchase Price") for the Property is One Million, Nine Hundred Thousand Dollars & 00/100 (\$1,900,000.00), payable by Buyer to Seller on April 30, 2003, provided this Agreement has been executed by all of the Parties. All payments to Seller shall be by check made payable to the County of Los Angeles.

3. **Costs.** All costs and expenses of this transaction shall be paid by Buyer, including but not limited to, all escrow costs, the cost of a title insurance policy if desired, documentary transfer taxes and document drafting, recording and miscellaneous charges and fees. Buyer and Seller both agree that this transaction shall be conducted through Chicago Title and Escrow ("Escrow Agent") located at 700 South Flower Street, Suite 900, Los Angeles, California 90017. All purchase funds and title documents exchanged through this transaction shall be deposited with the Escrow Agent. Escrow Agent shall conduct all title searches and shall report all findings to the parties.

4. **Conveyance.** Seller shall convey the Property to Buyer by Quitclaim Deed, subject to:
a) All taxes, interest, penalties and assessments of record, if any; and b) covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

Seller shall convey the Property within 30 days after the approval by the County Board of Supervisors.

5. Recording. Seller shall upon approval or the sale by the Board or Supervisors, prepare a Quitclaim Deed indicating title to the Property to be vested as follows: City of West Hollywood, a municipal corporation.

Buyer, upon demand by Seller, shall execute and deliver a "Certificate of Acceptance" to Seller for attachment to the deed for the Escrow Agent to have recorded by the County Recorder. Escrow Agent shall transmit to both Buyer and Seller a copy of the deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder.

6. Condition of the Property. Buyer acknowledges that Buyer is purchasing the Property "as is" solely in reliance on Buyer's own investigation, and that no representation or warranties of any kind whatsoever, express or implied, have been made by Seller, or Seller's agents. For a period of thirty (30) days commencing on the date upon which escrow opens, Buyer and its delegated agents, experts or contractors, shall have the right to enter the Property to inspect its condition. Such inspections may include, but not be limited to, inspections for the presence of contaminated materials, toxic or hazardous substances, and asbestos. Seller agrees to cooperate in good faith with Buyer's efforts to conduct its investigation of the Property. Furthermore, Buyer, in its sole discretion, may unilaterally terminate this Agreement during this 30-day inspection period, without incurring any liability to Seller, if Buyer's inspection of the Property reveals conditions which may make its acquisition undesirable or economically infeasible to Buyer. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos on the Property, if any.

Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in that condition.

For a period of thirty (30) days commencing on the date upon which escrow opens, Buyer may unilaterally terminate this Agreement, without incurring any liability to Seller, if there is any cloud on title to the Property which prevents Seller from conveying to Buyer marketable title to the Property, free and clear of any encumbrances.

7. Mineral Rights. Seller shall reserve and except unto Seller all oil, gas, hydrocarbons, or other minerals in and under the Property without the use of the surface or subsurface to a depth of 500 feet, measured vertically, from the surface of the Property.

8. Possession/Risk of Loss. Possession of the Property shall be delivered by Seller to Buyer at close of escrow.

All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon close of escrow.

9. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commissions or finder's fees due in connection with this transaction. Seller shall indemnify and hold Buyer harmless from any claim of brokers, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the Seller with respect to the transaction contemplated hereunder, and Buyer shall do the same in regards to Seller.

10. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or purported to be executed between the parties prior to the date hereto, the provisions contained in this Agreement shall in all instances govern and prevail.

11. Assignment. Buyer shall not assign or attempt to assign the Agreement, or any rights hereunder to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

12. Notices. All notices, demands, and requests under this Agreement by either party shall be hand-delivered or sent by United States Mail, registered or certified postage prepaid and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Administrative Office/Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
ATTENTION: Director of Real Estate

Buyer: City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, CA 90069
ATTENTION: Ray Reynolds
Economic Development Director

Notices, demands and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is hand-delivered or postmarked to the addresses shown above.

13. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.

14. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

15. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

16. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

17. Entire Agreement. This Agreement contains the entire Agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

“BUYER”

CITY OF WEST HOLLYWOOD

By _____
City Manager

Date: _____

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

“SELLER”

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

Violet Varona-Lukens
Executive Officer, Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

RECORDING REQUESTED BY & MAIL TO

Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM RECORDING
FEES PURSUANT TO SECTION 27383 OF THE
GOVERNMENT CODE

TAX PARCELS:

4336-007-906

DOCUMENTARY TRANSFER TAX \$
____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
____ OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING, AT TIME OF SALE.

.....
Signature of Declarant or Agent determining tax.

Firm Name

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES**, a body corporate and politic, for valuable consideration receipt of which is hereby acknowledged or has been secured by a deed of trust, does hereby surrender, quitclaim and release to:

CITY OF WEST HOLLYWOOD, a municipal corporation

all of the County's right, title and interest in and to the described real property, reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of said real property.

Lots 6 to 9 inclusive, as shown on the map recorded in Book 62, Pages 43 and 44 of Maps, in the Office of the County Recorder of Los Angeles County.

SUBJECT TO AND BUYER TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By.....

Yvonne Brathwaite Burke
Chair, Board of Supervisors

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles officio the governing body of all other special assessment and taxing districts, agency authorities for which said Board so acts adopted a resolution pursuant to Section 25100 Government Code which authorized the use of facsimile signatures of the Chairperson Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 20____, facsimile signature of _____, Chair of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal on this _____ day of _____, 20____, and year above written.

VIOLET VARONA-LUKENS, Executive Officer
Board of Supervisors, County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

CERTIFICATE OF ACCEPTANCE

(Gov't Code 27281)

This is to certify that an interest in certain real property commonly known as the 8750 El Tovar Property, located in the City of West Hollywood, County of Los Angeles, State of California, has been conveyed to the City of West Hollywood, a municipal corporation ("Grantee"), by the County of Los Angeles, a body corporate and politic ("Grantor") and Grantee consents to the recordation thereof by its duly authorized officer.

Dated:

"GRANTEE"

CITY OF WEST HOLLYWOOD

A municipal corporation

By:

Name: _____

Its: _____

ATTEST:

City Clerk

City of West Hollywood

APPROVED AS TO FORM

BY: _____

City Attorney

ATTACHMENT – 5

LEASE AND OPERATING AGREEMENT

PROPOSED NEW LIBRARY

LEASE AND OPERATING AGREEMENT
(City of West Hollywood/County of Los Angeles)

(This Lease and Operating Agreement has been entered into in contemplation of the Purchase and Sale Agreements, and all of these agreements are to be considered together)

THIS LEASE and OPERATING AGREEMENT (hereinafter "Lease") is entered into as of the ____ day of _____, 2003, by and between the **CITY OF WEST HOLLYWOOD**, a municipal corporation (hereinafter "City"), and the **COUNTY OF LOS ANGELES**, a body corporate and politic (hereinafter "County").

R E C I T A L S

A. County operates the West Hollywood Library (hereinafter "Library") in a building located adjacent to West Hollywood Park (hereinafter the "existing library") as a public library to serve residents of City, County and neighboring areas as part of County's library system.

B. City is constructing a new library facility as a part of the implementation of its West Hollywood Park Master Plan at a location at the southerly portion of the Park on the real property partially owned by County and which is concurrently being sold to City pursuant to a Purchase and Sale Agreement (Agreement No. _____, and partially owned by City, legally described as set forth in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter the "Property") to replace the existing library.

C. County desires to relocate and operate the Library in the new library facility space (hereinafter the "Library Facility").

D. City desires that County operate the Library in the Library Facility on the terms and conditions stated in this Lease.

E. City intends to apply for grant funding under the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 ("Bond Act") to construct a new library for the City of West Hollywood, and will submit to the California State Library conceptual plans, a building program, and outline specifications in support of its grant application.

E X H I B I T S

The following exhibits are attached hereto and incorporated herein by reference:

Exhibit "A": Legal Description of the Property

Exhibit "B": Conceptual Description of Library Facility, consisting of the conceptual plans and drawings, building program, and outline specifications as submitted by the City with its grant application to the State Library.

Exhibit "C": List of County Personal Property to be Conveyed to City

Exhibit "D": List of County Personal Property

C O V E N A N T S

I. DEFINITIONS

As used in this Lease, the following words and phrases shall have the following meanings:

A. "Authorized representative" - any agent, employee or independent contractor retained or employed by either party, acting within the scope of authority given by that party.

B. "Commencement date" - issuance by City of a certificate of occupancy for the Library Facility.

C. "County Library" - the County of Los Angeles Public Library.

D. "Destruction" - any damage to the Property that results in temporary or permanent loss of use of the Property, the Library Facility or a portion thereof.

E. "Enforced delay" - a delay in the performance of a party's obligations under this Lease due to war, insurrection, strike, walkout, labor disputes, inability to procure materials unrelated to the cost thereof, failure of power, riot, flood,

earthquake, fire, act of God, litigation (including, without limitation, legal challenges delaying construction of the Library Facility), governmental restriction or delay due to the enforcement of environmental regulations or any state or federal laws that conflict with the provisions of this Lease. A Period of Enforced Delay shall run from the commencement of the cause only if the party claiming such delay has provided written notice of the cause to the other party within thirty (30) days of its commencement. A properly noticed Period of Enforced Delay shall remain in effect until such time as the claiming party's performance may reasonably be continued.

F. "Good condition" - subject to normal wear and tear, the good physical condition of the Library Facility and each portion of the Facility (including, without limitation, signs, windows and appurtenances). "In good condition" means neat and broom-clean, and is equivalent to similar phrases referring to physical adequacy in appearance and for use.

G. "Hazardous substances" - hazardous, toxic or radioactive substances as defined in California Health and Safety Code Section 25316 (as amended from time to time) or the same or a related defined term in any successor or companion statute. "Hazardous substances" includes crude oil or byproducts of crude oil, other than crude oil that exists on the Property as a natural formation, and those chemicals and substances identified pursuant to California Health and Safety Code Section 25249.8.

H. "Improvements" - the Library Facility and furniture, fixtures and equipment therein provided by City, all as described in Exhibit "B." "Improvements" does not include other structures or fixtures constructed on the Underlying Property that are not regularly used for library purposes, nor does it include equipment or materials provided and owned by County.

I. "Library Facility" - the finished structure, or portion thereof, consisting of approximately 32,000 square feet to be constructed on the Property by City and operated by County pursuant to this Lease to provide public library services for residents of City and neighboring areas within Los Angeles County.

J. "Property" - the real property legally described in Exhibit "A."

K. "Restoration" - the reconstruction, rebuilding, rehabilitation and repairs that are necessary to return destroyed portions of the Property to substantially the same physical condition as they were immediately before a destruction.

II. LEASE AND OPERATION OF LIBRARY FACILITY

City shall lease to County and County shall operate a public library in the Library Facility without payment of rent for the Term in accordance with the terms of this Lease and in conformance with County's standard policies, procedures, standards and procedures for library operation and on the terms and conditions set forth in this Lease.

III. TERM

Unless this Lease is earlier terminated as provided herein, the Term of this Lease shall be for a period of forty (40) years. The Term shall commence on the date of City's issuance to County of a Certificate of Occupancy for the Library Facility (hereinafter "the Commencement Date"), issuance of which shall be contingent upon the conveyance to City of the County-owned properties designated in Exhibit C under and pursuant to separate agreements.

A. County Library Membership Contingency

This Lease shall remain in effect only so long as City remains a member of the County Library. City may, pursuant to applicable law, withdraw from the County Library at any time during the Term in accordance with Section VII below.

IV. CONSIDERATION

A. Operation

In consideration of County's operation of the Library Facility pursuant to this Lease, City shall pay to County a sum each year representing the entire annual costs for the City's share of the staffing as detailed in Exhibit E, including salary, employee benefits and departmental overhead for staffing the positions (as generally allocated by the County Auditor-Controller for similar agreements involving other County departments) set forth in Exhibit "E" as being the responsibility of City.

In the event that County reduces library services pursuant to Section V.B.3, said sum shall be reduced proportionate to any such reduction. City and County shall mutually agree upon a schedule of invoicing for the above sum.

V. CONSTRUCTION AND USE OF LIBRARY FACILITY

A. Design and Construction Phases

The Library Facility shall be constructed in conformity with the conceptual plans and drawings, building program, and outline specifications submitted by the City with its grant application to the State Library. City shall afford County an opportunity to review and comment on the plans and specifications of the Library Facility prior to solicitation of bids, and County shall have no approval/disapproval rights thereof except to the extent that the plans and specifications will materially adversely affect County's operation of the Library Facility. City shall allow designated County employees to visit the construction site during construction of the Library Facility and participate in construction meetings in order to verify that the facility is being constructed in accordance with the construction drawings. County shall provide advance notice to City whenever its designated representatives plan to visit the site. County representatives shall communicate solely through City's project manager or through City's designated representatives, and shall not communicate directly with the project contractor or its subcontractors. The City will provide the County with copies of the contract documents including but not limited to completed construction documents, project manual and furnishings, fixtures and equipment specifications. City agrees that the County will be provided with copies of change orders and submittals, and County shall have no approval/disapproval rights thereof except to the extent that the change orders and submittals will materially adversely affect County's operation of the Library Facility . At the completion of construction the City will provide the County with one complete set of as-built drawings.

B. Library Services

County shall use the Library Facility solely for a public library, and for purposes incidental thereto, that shall function as a unit of the County Library, subject to all of County's general operating policies and procedures. County shall at its cost:

1. *Transfer property from the Existing Library.*

County shall transfer from the existing library to the Library Facility such equipment, collections and other supplies and amenities as are owned by County and deemed appropriate by the both parties. Such transfer shall be in accordance with a City-approved schedule and at County cost. All such items shall remain County's property and shall be listed on Exhibit "D," which may be amended by the parties from time to time. Should County, during the Term and at its own cost, add fixtures or equipment to the Library Facility, then the parties shall amend Exhibit

“D” accordingly. Any amendment of Exhibit “D” shall be executed by the County Librarian on behalf of County and by the City Manager on behalf of City.

2. *Furnish the Library Facility Collection*

County shall furnish the Library Facility with the existing Library book collection, which consists of approximately 89,000 items as of the date of execution of this Lease.

Materials provided by County for the Library Facility shall be subject to County Library’s collection development policy, and shall be acquired based upon the professional judgment and expertise of County Library’s staff; provided, however, that County shall consult with City relative to acceptance of any donations or bequests that are restricted based on content of speech. Acquisition of new or replacement materials shall be made on an equitable basis with other libraries within the County Library based on funding available. County shall add to the collection for the Library Facility any materials that conform to County Library’s materials selection policy and are donated for use at the Library Facility by individuals or private support groups such as the Friends of the Library. Such donated items shall be subject to the provisions of Section XVI.D below.

3. *Operate the Library Facility*

County shall operate the Library Facility with its share of staffing as identified in Exhibit “E” as being the responsibility of the County.

Should the circulation of library materials or other output measures (reference assistance or attendance) of the Library Facility increase by more than twenty-five percent (25%) during any six-month period of the Term, then City may request a meeting with the County Librarian to review the service levels for the Library Facility.

Except for public holidays, such closures as may be reasonably required for maintenance or restoration purposes and periods of enforced delay, the Library Facility shall be open to the public at least six (6) days per week for fifty-one (51) hours per week. County reserves the right to reduce the operating hours to less than fifty-one (51) hours per week in the event that it is necessary to implement department-wide service hour reductions due to budget constraints; any such reduction shall be proportionate to reductions throughout the County Library system.

If budget constraints preclude County from the above operating hours, then the parties shall hold a meeting to discuss operating hours for the Library Facility. Additionally, County shall provide City with written notice of any planned reduction at least sixty (60) days prior to the commencement of the reduction.

The business hours for the Library Facility shall be determined by mutual agreement of the parties. Sunday service shall not be provided by County as part of the normal operating schedule unless City agrees to reimburse County for its costs for providing Sunday service.

County shall not use, or permit the use of, the Property in any manner that creates a nuisance or violates any law.

4. *Report On Library Usage*

In order to keep City informed of the activity levels and use of the Library Facility, County's staff shall meet periodically with City's staff to report on the operation of the Library Facility.

5. *Reimburse City for Miscellaneous Costs.*

County shall reimburse City the cost of installation, by SBC, of a separate minimum point of entry for telephone service for the Library Facility, if required by County.

B. Cooperation

County shall use its reasonable efforts to operate the Library Facility in a manner that conforms to any conditions or requirements of donations, grants or gifts acquired or received by City for the construction, furnishing or operation of the Library Facility, provided such conditions or requirements have been disclosed to County and are agreeable to County.

VII. WITHDRAWAL FROM COUNTY LIBRARY

A. Right of Withdrawal

City retains the legal right to withdraw from the County Library and nothing in this Lease shall limit City's exercise of such right. City's withdrawal from the County Library shall not constitute a default or breach of this Lease if withdrawal is accomplished in compliance with law.

B. Effect of Withdrawal

In the event that City withdraws from the County Library during the Term, this Lease shall terminate automatically without further action by the parties. In accordance with California Education Code Section 19116 (as it exists at the commencement of this Lease or as it may subsequently thereafter be amended), City may in its sole discretion acquire County's personal property related to the provision of library services in the Library Facility.

VIII. FIXTURES, UTILITIES, SERVICES & MAINTENANCE

A. Fixtures

County shall at its sole expense maintain a telephone system and equipment and computer hardware and software necessary to operate the Library, and copy machines for both staff and public uses. The cost of purchasing the computer and phone systems is part of the project construction budget and will be paid for by the City, although the systems will be selected and installed by County. Efforts will be made to select the better vendors among the City and County dealers. Except for the telephone system and equipment, computer hardware and software and copy machines, City shall install all furniture, fixtures and equipment necessary for operation of the Library Facility as a public library. Such furniture, fixtures and equipment shall include without limitation the following: ceilings; lights; wall coverings; floor coverings; window coverings; book stacks; library furniture; staff furniture; HVAC systems and controls; Radionics intrusion alarm; fire alarm; CATV, paging, public address; current best standard voice/data cabling and terminations; patch panels, racks, main communication room cable trays and equipment; uninterruptible power supply for voice/data network equipment; and other low voltage systems. All low voltage systems shall comply with County's specifications. County shall have the right to approve all furnishings, equipment and fixtures prior to completion of plans and specifications, such right not to be unreasonably withheld, solely in order to assure that they are safe, ADA compliant and compatible with provision of library services and County systems. County's right of approval shall be

restricted to considerations of safety, ADA compliance, and compatibility with library services and County systems, and shall not extend to any other considerations, including aesthetics.

B. Utilities and Services

City shall make all arrangements for and shall pay for (including connection charges) all janitorial services (including trash removal) and utilities, except telephone/telecommunications service, furnished to or used at the Library Facility. County shall make all arrangements for and shall pay for (including connection charges) all telephone and data network and internet access services furnished to or used at the Library Facility.

County shall not make any connection to the utilities except by and through existing outlets. County shall not add to, or modify, existing outlets without City's prior approval, which approval shall not be unreasonably withheld. County shall not install or use in or about the Library Facility any machinery or equipment that uses excess water, lighting or power. County shall not suffer or permit any act that causes excess burden upon utilities or services over standard library usage.

C. Maintenance

Throughout the Term, except as provided below, City shall at its sole cost maintain the Library Facility, furniture, equipment and fixtures in good condition.

Such maintenance shall include without limitation the following: windows and window coverings; floor coverings; ceilings; interior walls; lamps and tubes; all plumbing; electrical system; communications cabling; HVAC; sewer and water lines; casework; interior wall surfaces and doors; exterior walls; doors, windows and glass; roof; landscaping; hardscape (including striping); fire extinguishers and fire protection system; elevator; stairway; lighting (lamps and tubes); and interior and exterior signage. In the event City should fail or refuse to commence such maintenance within thirty (30) business days after written notice has been served by County, or within five (5) business days for fire, life-safety or air conditioning related matters, or should fail or refuse to pursue the work with reasonable diligence to completion, then County may at its sole option perform or cause performance of the work and charge the reasonable cost thereof to City.

Throughout the Term, County shall at its sole cost maintain in good condition the equipment used by County's staff or the public, including but not limited to the telephone system, computers and copy machines. In the event County should fail or refuse to commence such maintenance within thirty (30) business days after written notice has been served by City, or should fail or refuse to pursue the work with reasonable diligence to completion, then City may at its sole option

perform or cause performance of the work and charge the reasonable cost thereof to County.

To the extent that maintenance becomes necessary to the Library Facility, fixtures or furnishings due to the actions of County, its agents or invitees, other than normal wear and tear, such maintenance may be performed by City and City's reasonable costs therefore shall be reimbursed by County. Except in cases where immediate repair is necessary to protect the public health or safety, City shall provide County with fifteen (15) days written notice of its intent to undertake repairs unless County has waived such notice in writing.

The requirements of this section providing for notice by County to City and opportunity for City to perform maintenance work shall take precedence over California Civil Code Sections 1941 and 1942.

D. Compliance with Law and Insurance Providers

The parties' maintenance obligations shall be accomplished in accordance with law and in conformance with the requirements of all persons providing insurance for any part of the Property.

E. Acceptance of Library Facility

Prior to County's acceptance of the Library Facility for occupancy, the parties' representatives shall conduct a walk-through to confirm that the Improvements, other than minor punch list items, have been completed to County's reasonable satisfaction. County's acceptance of the Library Facility for occupancy shall constitute acknowledgment that the Library Facility is in good order upon commencement of this Lease, except for those minor punch list items identified in writing. City shall complete, or shall cause to be completed, all such punch list items within thirty (30) days of County's occupancy of the Library Facility. In the event that City fails to do so, then County may at its sole option perform or cause performance of the work and charge the reasonable cost thereof to City and City shall pay such charge. Upon completion of the Library Facility, City shall furnish County with one complete set of reproducible as-built CAD drawings of the new building, a compact disc with an electronic file, three prints and two sets of all operating and maintenance manuals for any systems/materials for which County has maintenance responsibility.

IX. PARKING

City shall provide during regular library business hours ninety (90) parking spaces dedicated for use by library patrons and employees. County shall be entitled to non-exclusive use of parking spaces designated for use by occupants or patrons of the Property. County shall be entitled to free, exclusive use of a mutually agreed

number of parking spaces designated for use only by County Library employees. City shall provide all parking to County on the premises of the Property.

X. ALTERATIONS

Except as provided herein, City shall not make any structural alterations to the Library Facility without providing at least thirty (30) days prior written notice to County. To the extent feasible, City shall make such alterations only at such time as does not conflict with County's operation of the Library Facility. City may perform such structural alterations without thirty (30) days prior written notice to County if, in City's sole discretion, such alterations are immediately necessary to protect public health or safety, to protect the contents of the Library Facility, or to remedy an emergency. City shall endeavor to afford County advance notice of structural alterations performed in such circumstances.

County shall not make any structural alteration to the Property without the express written consent of City. For purposes of this provision, a "structural alteration" shall be any modification that results in a change in the structural integrity of the Library Facility, or change in the location, design, area or size of any wall, window or door. A "structural alteration" also shall include any modification that alters the gross cubic area of the Library Facility and any substantive modification to finish materials.

XI. INSURANCE & INDEMNIFICATION

A. Insurance

1. *Casualty Insurance*

During the Term, City shall keep the Library Facility insured against loss or damage by fire, lightning, vandalism, malicious mischief and such perils ordinarily defined as "extended coverage." Such insurance shall be in an amount not less than the full insurable replacement value of the Library Facility.

2. *Worker's Compensation Insurance*

During the Term, County shall maintain in force worker's compensation insurance as required by the California Labor Code. County may, at its sole option, self-insure all or part of the insurance coverage required under this provision.

3. *City's Liability Insurance*

During the Term, City shall also at all times maintain in force a policy of comprehensive public liability insurance insuring against injury to persons and damage to property through the California Joint Powers Insurance Authority.

4. *County's Liability Insurance*

During the Term, County shall also at all times maintain in force a policy of comprehensive public liability insurance insuring against injury to persons and damage to property. This policy shall have a combined single limit coverage of not less than one million dollars (\$1,000,000) per occurrence. The policy coverage shall be reviewed by the insurer at least every year to assure sufficient coverage. At County's sole option, it may self-insure any or all of the insurance coverage required by this paragraph.

B. Indemnification

1. *City's Obligation*

City shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expenses (including defense costs and legal fees), and claims for damages of any nature whatsoever (including, but not limited to, bodily injury, death or property damage) arising from or connected with City's construction, maintenance or ownership of the Library Facility.

County need not have first paid any such claim in order to be so indemnified. Notwithstanding the preceding, City's status solely as lessor of the Library Facility to County shall not be deemed to be a use of the Library Facility that would require City to indemnify County for damages arising from County's use of the Library Facility.

2. *County's Obligation*

County shall indemnify, defend and hold harmless City, its agents, officers and employees from and against any and all liability, expenses (including defense costs and legal fees), and claims for damages of any nature whatsoever (including, but not limited to, bodily injury, death or property damage) arising from or connected with County's use, maintenance or operation of the Library Facility, including but not limited to implementation of County policies. City need not have first paid any such claim in order to be so indemnified.

3. *Survival of Obligations*

The indemnity provided by each party pursuant to this Section shall survive the expiration or termination of this Lease.

XII. DAMAGE & DESTRUCTION

If the Library Facility is damaged or destroyed by war, fire, earthquake or other violent elemental action such that the structure is not fit for County's occupancy (as determined by County in its sole discretion), and if City does not commence Restoration within one (1) year of any such event, or should fail or refuse to pursue the work with reasonable diligence to completion, then County may terminate this Lease by issuance of a written Notice of Termination. If County terminates this Lease in accordance with this provision, then the termination date shall be as specified in the Notice of Termination. In the event this Lease is terminated under this section, County shall be entitled to receive any insurance proceeds received by the City or to which the City is entitled as a result of such damage or destruction.

City shall secure any area of the Library Facility that is damaged or destroyed in order to prevent further damage or injury to persons.

XIII. CONDEMNATION

A. Notice

Both City and County shall notify the other in writing if, during the Term, either receives an offer to acquire the portion of the Property under its ownership (or any portion thereof) issued pursuant to Government Code Section 7267.2 or a notice of a resolution of necessity to condemn the Property. Such notification shall be provided within fifteen (15) days of receipt of the offer or notice, and shall indicate the physical portion of the Library Facility that would be affected.

B. Distribution of Award

If the Library Facility or any portion thereof is taken under the power of eminent domain or sold under the threat of the exercise of such power (hereinafter "condemnation" collectively), then any award for the condemnation shall belong to the party whose property is taken, to the extent it is compensation for the taking of the fee or as severance damages. Each party shall be entitled to any portion of the award attributable to their respective fixtures and improvements. Each party shall be entitled to retain its own relocation assistance received in connection with a condemnation.

C. Effect of Condemnation

In the event of condemnation of less than twenty-five percent (25%) of the net useable area of the Library Facility, City shall use its condemnation award for restoration of the Library Facility. To the extent feasible, such restoration shall produce a structure of a quality, appearance and functional utility consistent with the pre-condemnation Library Facility. Failure of City to commence such restoration within one (1) year of the condemnation shall constitute a default. This obligation shall only apply if City receives a condemnation award.

In the event of condemnation of twenty-five percent (25%) or more of the net useable area of the Library Facility, County may terminate this Lease by issuance of a Notice of Termination. If County terminates this Lease in accordance with this provision, then the termination date shall be as specified in the Notice of Termination.

XIV. ASSIGNMENT & ENCUMBERING

County acknowledges that City is entering into this Lease based on County's unique characteristics. Except as provided herein, County shall not voluntarily assign or encumber its interest in this Lease without City's prior written consent. Nor shall County allow any other person (excluding County's library employees, patrons, library volunteers and members of the Friends of the Library) to occupy or use the Property on a continuous basis without City's prior written consent. City may grant or withhold its consent in its sole discretion. Any assignment or encumbrance made without City's prior written consent shall be voidable and, at City's election, shall constitute a default. No consent to any assignment or encumbrance shall constitute a further waiver of this provision.

XV. DEFAULT & TERMINATION

A. Default by County

Except as otherwise set forth in other provisions of this Lease, this Lease shall not be subject to termination for any default of County, but City may enforce the Lease or any provision therein as otherwise allowed by law. If County fails to cure a default that City is permitted to cure, then City may in its sole discretion perform such cure. In the event that City elects to cure the default, County shall reimburse City for all costs incurred by City in performing the cure, as well as for all damages proximately caused to City because of the default.

City shall have such other rights or remedies as may be provided by law or equity. The use of each such right and remedy shall be cumulative, and shall not preclude City from pursuing other rights and remedies that may exist now or in the future.

B. Default by City

Except as otherwise set forth in other provisions of this Lease, this Lease shall not be subject to termination for any default of City, but County may enforce the Lease or any provision therein as otherwise allowed by law. If City does not cure a default that County is permitted to cure, then County may in its sole discretion perform such cure. In the event that County elects to cure the default, City

shall reimburse County for all costs incurred by County in performing the cure, as well as for all damages proximately caused to County because of the default.

County shall have such other rights or remedies as may be provided by law or equity. The use of each such right and remedy shall be cumulative, and shall not preclude County from pursuing other rights and remedies that may exist now or in the future.

XVI. ADDITIONAL RIGHTS AND OBLIGATIONS OF CITY

A. Naming of Library Facility

City may name the library facility and/or any portion thereof; provided, however, that (1) the name of the library facility must include the words “West Hollywood”, (2) any name shall not include the commercial name or logo of alcoholic beverages (including beer), tobacco products, firearms, gaming, or any other naming restrictions mutually agreed to by City and County, (3) any name shall be subject to the approval of County, such approval not to be unreasonably withheld. (4) The exterior signage of the Library Facility must include the words “County of Los Angeles”.

B. Entry Upon the Library Facility

City and its authorized representatives shall have the right to enter the Library Facility at all reasonable times for inspection, maintenance, restoration or posting of notices. City shall conduct such activities in a manner that will cause the least possible inconvenience for County.

C. Management of Library Facility Meeting Room

City shall be solely responsible for scheduling the temporary use of the community meeting room in the Library Facility, and shall be entitled to retain any rental revenue generated therefrom. The meeting room shall be used in the following priority order: 1) regularly scheduled meetings of City elected and appointed bodies; 2) regularly scheduled library activities; 3) non-regular City meetings; and 4) community meetings. City shall exercise its best efforts to meet County Library’s needs for use of the room and not displace regular library meetings or activities. County shall be exempt from paying any rental fee for use of the room for events sponsored, organized or hosted by the County Library.

D. Ownership of Gifts

Except for the Special Collections provided for in paragraph F. of this Section, any books, periodicals or other items donated to the public library operated in the Library Facility shall be added to County Library’s collection in accordance

with the provisions of Section V.B.2 above and shall be assigned permanently to the Library Facility. Such items shall become County property and be circulated in accordance with the County Library's local request option program, which gives preference to use by local patrons.

E. Interview of Key Personnel

The City Manager or his/her designee shall have the opportunity to meet the finalist for employment as Community Library Manager at the Library. County shall consult City and solicit and consider its views prior to filling that position. Notwithstanding the preceding, County shall have absolute discretion in the selection and hiring of all of County's personnel assigned to the Library Facility, and interviews by City shall be conducted with the Library staff designated by the County Librarian.

F. Management of Special Collections

City shall own, maintain, catalogue and provide access to its special collections, including but not limited to the Russian Collection, the June Mazer Collection and the West Hollywood Local History Collection. These collections shall be shelved in secure locations accessible only by authorized persons solely during library hours. County shall have no responsibility whatsoever for these collections.

G. Screening of non-County Personnel

City personnel and its contractors and/or volunteers assigned by City to the Library Facility shall be subject to the same security requirements and background checks applicable to County Library personnel, contractors and/or volunteers. County shall bear the cost for any such screening.

XVII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and shall be deemed given as of the time of hand delivery to the addresses set forth below, or three (3) days after deposit into the United States mail, postage prepaid, by registered or certified mail, return receipt requested. Unless notice of a different address has been given in accordance with this Section, all such notices shall be addressed as follows:

If to City, to:	City of West Hollywood
	8300 Santa Monica Boulevard
	West Hollywood, California 90069
	Attention: City Manager

**With a copy to: Jenkins & Hogin
Manhattan Towers
1230 Rosecrans Avenue, Suite 110
Manhattan Beach, California 90266
Attention: Michael Jenkins**

**If to County, to: County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 383
Los Angeles, California 90012**

**With a copy to: County of Los Angeles Public Library
7400 East Imperial Highway
Downey, California 90242
Attention: County Librarian**

**And: County of Los Angeles
Chief Administrative Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate**

XVIII. TITLE TO PROPERTY

Title to the Property shall remain in the respective parties as shown on Exhibit A, other than as provided in the Property conveyance documents. Title to the Improvements shall remain in City during the Term and shall remain in City upon the expiration or termination of this Lease. Title to the equipment and materials collection provided by County as specified in Exhibit "D" shall remain in County during the Term and shall vest in County upon the expiration or termination of this Lease unless acquired by City pursuant to Section VII.B above or otherwise agreed upon by the parties.

County and City may each dispose of any of their respective Library assets that are not transferred to the Library Facility, and may retain any proceeds derived therefrom.

XIX. SURRENDER OF PROPERTY & HOLDING OVER

Upon the expiration or termination of this Lease, County shall surrender possession of the Library Facility to City. County shall deliver the Library Facility in Good Condition. If City should incur any cost in restoring the Library Facility to Good Condition, then County shall reimburse City for the full cost thereof to the extent such cost is not deducted by City from any sums due County. Any property abandoned by County at the time of expiration or termination of this Lease shall, at City's election, become City's property.

XVIII. HAZARDOUS MATERIALS

A. Warranties and Representations

Each party warrants that hazardous substances have not been released upon the portion of the Property under its respective ownership during its ownership of the Property; that each party has no knowledge of any release of hazardous substances on its portion of the Property occurring before its ownership; that it has no knowledge or reason to believe that there are hazardous substances on its portion of the Property; that it shall comply with all law concerning the use, release, storage and disposal of hazardous substances.

B. Notice

Each party shall immediately notify the other upon discovery that hazardous substances have been released on the Property.

C. Indemnity

1. *City's Obligation.*

City shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expenses (including defense costs and legal fees), and claims for damages of any nature whatsoever (including, but not limited to, bodily injury, death or property damage) arising from or connected with the presence of hazardous substances on the Property that has been caused by City.

2. *County's Obligation.*

County shall indemnify, defend and hold harmless City, its agents, officers and employees from and against any and all liability, expenses (including defense costs and legal fees), and claims for damages of any nature whatsoever (including, but not limited to, bodily injury, death or property damage) arising from or connected with the presence of hazardous substances on the Property that has been caused by County.

3. *Survival of Obligation.*

The indemnity provided by each party pursuant to this Section shall survive the expiration or termination of this Lease.

D. Indoor Air Pollution Notification

Each party shall immediately notify the other upon discovery of any indoor air pollution problem at the Library Facility. City shall correct any such problem at its sole expense.

XIX. MISCELLANEOUS

A. Governing Law

This Lease shall be construed and interpreted in accordance with the laws of the State of California.

B. Waiver

The waiver by either party of any breach by the other party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

C. Time of Essence

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

D. Headings

The headings of the various sections and provisions of this Lease are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Lease.

E. Gender; Number

The neuter gender includes the feminine and masculine, the masculine includes the feminine and corporation, partnership, or other legal entity whenever the context so requires. The singular number includes the plural whenever the context so requires.

F. Entire Agreement

This Lease contains the entire agreement between the parties. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statements, law or custom to the contrary notwithstanding. No promise, representation, warranty or covenant not included in this Lease has been or is relied on by either party. Each party has relied on its own inspection of the Property and examination of this Lease, the counsel of its own advisors, and the warranties, representations and covenants in this Lease itself. The failure or refusal of either party to inspect the Property, to read this Lease or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection, or advice.

G. Modification; Memoranda of Understanding

No provision of this Lease may be amended or varied except by an agreement in writing signed by the parties. The parties acknowledge that minor modifications or refinements as mutually agreed upon may be necessary from time to time. Such minor modifications or refinements may be accomplished through Memoranda of Understanding executed by the City Manager of City and the Chief Administrative Officer of County or their designees. Such Memoranda of Understanding shall not require an amendment to this Lease or formal approval by the City Council of City or the Board of Supervisors of County.

H. Severability

The invalidity or illegality of any provision of this Lease shall not affect the remainder of this Lease. All remaining provisions of this Lease shall, notwithstanding any such invalidity or illegality, continue in full force and effect.

I. Successors

Subject to the provisions of this Lease on assignment , each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties.

J. Consent of Parties

Provided that such consent or approval is pursuant to and not inconsistent with the terms of this Lease, any consent or approval to be given by City under this Lease may be given by a writing executed on behalf of City by its City Manager, and any consent or approval to be given by County under this Lease may be given by a writing executed on behalf of County by its Chief Administrative Officer or the designee thereof. Neither party's execution of this Lease nor any consent or approval given by either party in its capacity as a party to this Lease shall waive, abridge, impair or otherwise affect that party's powers and duties as a governmental body. Any requirement under this Lease that either party obtain consents or approvals of the other are in addition to and not in lieu of any requirements of law that such party obtain approvals or permits.

K. Timing of Payments

In the event that County is required to pay City any sum of money pursuant to this Lease, County shall make such payment within sixty (60) days of receipt of any invoice therefor from City. In the event that City is required to pay County any sum of money pursuant to this Lease, City shall

[CONTINUED ON FOLLOWING PAGE]

make such payment within sixty (60) days of receipt of any invoice therefor from County.

IN WITNESS WHEREOF, City and County have executed this Lease effective as of the date set forth in the initial paragraph of this Lease.

“City”

CITY OF WEST HOLLYWOOD:

By:

Sal Guarriello, Mayor

ATTEST:

By:

Vivian Love, Acting City Clerk

APPROVED AS TO FORM:

By:

Michael Jenkins, City Attorney

“County”

COUNTY OF LOS ANGELES:

By:

Chair, Board of Supervisors

ATTEST:

**Connie B. McCormack
Registrar-Recorder
County Clerk**

By:

APPROVED AS TO FORM:

**Lloyd W. Pellman
County Counsel**

By:

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT “B”

LIST OF CITY IMPROVEMENTS

EXHIBIT “C”

LIST OF COUNTY PERSONAL PROPERTY TO BE CONVEYED TO CITY

EXHIBIT “D”

LIST OF COUNTY PERSONAL PROPERTY

EXHIBIT “E”

STAFFING OBLIGATIONS FOR NEW LIBRARY

County shall operate the Library Facility with sufficient staff to meet normal user needs at all times that the Library Facility is open to the public. The cost of providing such staff shall be shared between the City and County as set forth below.

County shall provide the following staff for the operation of the new library:

**Community Library Manager (Librarian III) - - (1) one position
Librarian I - - (5) five positions
Librarian II - - (1) one position
Library Assistant II Lead - - (1) one position
Library Assistant I - - (5) five positions
Senior Systems Aide - - (1) one position
Library Aide (part-time temporary as needed) - - 14,560 hours per year**

Library Page (part-time temporary as needed) - - 10,400 hours per year
Student Professional Worker, IT (part-time) - - 2080 hours per year

City agrees to reimburse the County, pursuant to paragraph IV. A. of the Agreement for the costs of the following staff for the operation of new library:

Librarian II - - (1) one position
Librarian I - - (3) three positions
Library Assistant II Lead - - (1) one position
Library Assistant I - - (4) four positions
Senior Systems Aide - - (1) one position
Library Aide (part-time temporary as needed) - - 6604 hours per year
Library Page (part-time temporary as needed) - - 5096 hours per year
Student Professional worker, IT (part-time) - - 2080 hours per year

The estimated Fiscal Year 2003-04 total cost of those positions is \$1,046,401.

County agrees to absorb the costs of the following staff, which are not reimbursed by City, for the operation of new library:

Community Library Manager (Librarian III) - - (1) one position
Librarian I - - (2) two positions
Library Assistant I - - (1) one position
Library Aide (part-time temporary as needed) - - 7956 hours per year
Library Page (part-time temporary as needed) - - 5304 hours per year

ATTACHMENT – 6

LEGAL DESCRIPTIONS OF SUBJECT PROPERTIES

ATTACHMENT 5
LEGAL DESCRIPTIONS

621 San Vicente Boulevard, West Hollywood, New Library Site

IN THE CITY OF WEST HOLLYWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, LOTS 13 TO 16 INCLUSIVE AND A PORTION OF LOT 17 OF TRACT NO. 5939, AS SHOWN ON THE MAP RECORDED IN BOOK 62, PAGES 43 AND 44 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

715 North San Vicente Boulevard, West Hollywood, Old Library Site

THAT PORTION OF TRACT NO. 3616, AS SHOWN ON A MAP FILED IN BOOK 40 PAGE 11 OF MAPS, IN THE OFFICE OF THE REGISTRAR-RECORDED OF THE COUNTY OF LOS ANGELES, THAT PORTION OF TRACT NO. 5939, AS SHOWN ON A MAP FILED IN BOOK 62 PAGE 43 AND 44, SAID MAPS, THAT PORTION OF EL TOVAR PLACE, NOW VACATED, AS SHOWN ON SAID LAST MENTIONED MAP, THAT PORTION OF SAN VICENTE BOULEVARD, FORMERLY PREUSS ROAD, NOW VACATED, AS SHOWN ON SAID LAST MENTIONED MAP, AND THAT PORTION OF THE RANCHO LA BREA, AS SHOWN ON MAP RECORDED IN BOOK 1 PAGES 289 AND 290 OF PATENTS, IN THE OFFICE OF SAID REGISTRAR-RECORDER, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 21, SAID TRACT NO. 3616; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT TO THE NORTHERLY LINE OF LOT 12, SAID LAST MENTIONED TRACT; THENCE EASTERLY ALONG SAID NORTHERLY LINE TO THE NORTHEASTERLY CORNER OF SAID LAST MENTIONED LOT; THENCE SOUTHERLY ALONG THE EASTERLY LINES OF LOTS 12, 11 AND 10, SAID LAST MENTIONED TRACT, TO THE NORTHEASTERLY CORNER OF LOT 9, SAID LAST MENTIONED TRACT; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED LOT TO THE NORTHWESTERLY CORNER OF SAID LAST MENTIONED LOT; THENCE SOUTHERLY ALONG THE WESTERLY LINES OF LOT 9 TO 6 INCLUSIVE, SAID LAST MENTIONED TRACT, TO THE NORTHWESTERLY CORNER OF LOT 5, SAID LAST MENTIONED TRACT, THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED LOT TO THE NORTHEASTERLY ALONG THE EASTERLY LINES OF LOTS 5 TO 1 INCLUSIVE, SAID LAST MENTIONED TRACT, TO THE NORTHERLY LINE OF LOT 6, BLOCK 3, SAID TRACT NO. 5939; THENCE WESTERLY ALONG SAID LAST MENTIONED NORTHERLY LINE TO THE NORTHEASTERLY CORNER OF LOT 5, SAID BLOCK; THENCE SOUTHERLY ALONG THE EASTERLY LINES OF LOTS 5 TO 1 INCLUSIVE, SAID BLOCK, TO THE MOST SOUTHERLY LINE IN THE SOUTHERLY BOUNDARY OF SAID LAST MENTIONED LOT 6; THENCE EASTERLY ALONG SAID MOST SOUTHERLY LINE TO A STRAIGHT LINE WHICH BEARS AT RIGHT ANGLES FROM SAID MOST SOUTHERLY LINE AND WHICH PASSES THROUGH A POINT IN A LINE PARALLEL WITH AND 25 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID MOST SOUTHERLY LINE DISTANT EASTERLY THEREON 194.80 FEET FROM A LINE PARALLEL WITH AND 30 FEET WESTERLY, MEASURED AT RIGHT ANGLES,

FROM THE WESTERLY LINE OF LOT 1, SAID BLOCK; THENCE SOUTHERLY ALONG SAID STRAIGHT LINE TO SAID FIRST MENTIONED PARALLEL LINE TO THE; THENCE EASTERLY ALONG SAID FIRST MENTIONED PARALLEL LINE TO THE NORTHEASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A RESOLUTION OF INTENTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, A CERTIFIED COPY OF WHICH WAS RECORDED AS DOCUMENT NO. 3206, ON SEPTEMBER 26, 1968 IN BOOK D4145 PAGE 244, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID REGISTRAR-RECORDER; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY BOUNDARY TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 8-178 IN A RESOLUTION OF SAID BOARD OF SUPERVISORS, A COPY OF WHICH WAS RECORDED AS DOCUMENT NO. 4983, ON JUNE 22, 1965 IN BOOK D2950 PAGE 201, OF SAID OFFICIAL RECORDS; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE SOUTHWESTERLY AND WESTERLY BOUNDARIES OF SAID LAST MENTIONED CERTAIN PARCEL OF LAND TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A RESOLUTION OF SAID BOARD OF SUPERVISORS, A COPY OF WHICH WAS RECORDED AS DOCUMENT NO. 3519, ON NOVEMBER 18, 1965 IN BOOK D3119 PAGE 700, OF SAID OFFICIAL RECORDS; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LAST MENTIONED CERTAIN PARCEL OF LAND TO THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 2 IN DEED TO SAID COUNTY; RECORDED AS DOCUMENT NO. 1700, ON DECEMBER 5, 1940 IN BOOK 18042 PAGE 71, OF SAID OFFICIAL RECORDS; THENCE WESTERLY ALONG SAID LAST MENTIONED SOUTHERLY LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL WITH THE 5 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF SAID LOT 21 WITH THE SOUTHWESTERLY BOUNDARY OF SAID RANCHO; THENCE NORTH 0°02'30" WEST ALONG SAID PARALLEL LINE 24.96 FEET; THENCE SOUTH 89°57'30" WEST 86.35 FEET; THENCE SOUTH 0°02'30" EAST 118.50 FEET; THENCE SOUTH 89°57'30" WEST 61.15 FEET; THENCE SOUTH 0°02'30" EAST 108.43 FEET; THENCE SOUTH 89°57'30" WEST 32.50 FEET; THENCE SOUTH 0°02'30" EAST 26.00 FEET; THENCE NORTH 89°57'30" EAST 180.00 FEET TO SAID PARALLEL LINE; THENCE NORTH 0°02'30" WEST ALONG SAID PARALLEL LINE 227.97 FEET TO THE POINT OF BEGINNING.

8752 El Tovar Place, West Hollywood, El Tovar Site

IN THE CITY OF WEST HOLLYWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, LOTS 6 TO 9 INCLUSIVE, AS SHOWN ON THE MAP RECORDED IN BOOK 62, PAGES 43 AND 44 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

END OF LEGAL DESCRIPTION

APPROVED AS TO A SALABLE INTEREST:

LLOYD W. PELLMAN
County Counsel

By
Deputy County Counsel

ATTACHMENT – 7

RESOLUTION

**CERTIFYING
LOS ANGELES COUNTY'S
COMMITMENT
TO
OPERATE NEW LIBRARY**

ATTACHMENT 7

RESOLUTION OF THE LOS ANGELES COUNTY BOARD OF SUPERVISORS WEST HOLLYWOOD LIBRARY PROJECT

WHEREAS, on March 7, 2000, California's voters approved Proposition 14, which established the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 (ABond Act@) creating a \$350 million State bond program for construction and renovation of library facilities; and

WHEREAS, the current West Hollywood Library is not adequate to meet the service requirements of the library service area's projected 2020 population; and

WHEREAS, the City of West Hollywood (ACity@) desires to apply for Bond Act funds for the construction of a new library, and has prepared a grant application and required supporting documents, to submit for the second grant application cycle deadline of March 28, 2003; and

WHEREAS, the County of Los Angeles (ACounty@) provides library service to the City of West Hollywood and currently operates the existing library within the City; and

WHEREAS, the City and County have negotiated a lease and operating agreement for the County's use and operation of the new library; and

WHEREAS, the State has adopted certain regulations governing the application process to obtain Bond Act funds, which regulations require the City to submit with its application a resolution adopted by the County Board of Supervisors regarding the County's commitment to operate the new library constructed by the City; and

WHEREAS, this resolution complies with the requirements of the State regulations for a Bond Act grant application;

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 19985 *et seq.* of the Education Code of the State of California, the Board of Supervisors of the County of Los Angeles does hereby certify that the County will operate the completed facility and provide public library direct service.

The foregoing resolution was on the _____ day of _____, 2003, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of the County of Los Angeles Public Library.

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the Board of Supervisors
of the County of Los Angeles

Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By:
Deputy